

## **REMARKS**

The remarks that follow here are organized and presented so that all of the claim elements of claim 17 and claim 18 are addressed. Each claim element is first identified in **bold**; and any claim element which was not specifically addressed in the Office Action is additionally underlined; and, second, the Office Action rejection rationale for the claim element is presented; and, third, Applicant's rationale for requesting reconsideration of the rejection is presented for each claim element, whether the claim element was specifically addressed or not.

### **CLAIM 17 (RETAINED AS PREVIOUSLY PRESENTED)**

**Claim Element 1 - A method of doing business, comprising operations of:**

**Office Action 1** - The OA states that MoonShop teaches system and method of doing business (selling land on planetary system).

**Applicant Response 1** - Applicant respectfully requests reconsideration of the first Office Action response regarding the patent application in view of the fact that the Office

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Action response begins with the Office Action addition of the following parenthetical statement: "selling land on a planetary system".

Applicant respectfully submits that the added statement "selling land on a planetary system" is in error because Applicant's present business method invention is not that of "selling land on a planetary system".

Applicant submits that the present business method invention is that of selling a documentation package which includes a Deed of Claim that precisely describes the location and boundary of a specific lunar land property parcel (and indicates in the Deed of Claim that this deed does not convey property, as is clearly indicated as a claim element of Claim 17 and clearly presented in the related Specification) and includes three (3) pairs of large-sized map-photo images representing three (3) parcel-approaching levels of image magnification.

Applicant submits that it is this error that leads to the Office Action improper use of the prior art of MoonShop in view of Galaty as a basis for a 103 Rejection of the claims of Applicant's patent application.

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Applicant submits that the method of doing business of MoonShop, as described in the OA cited prior art pages of MoonShop's internet-based business, is significantly different from and teaches away from Applicant's present business method invention.

Stated succinctly, with significant differences noted (and with detailed evidence to be provided further below):

1-MoonShop purports to own the Moon.

- Applicant does not purport to own the Moon.

2-MoonShop purports to sell lunar land property parcels.

- Applicant does not purport to sell lunar land property parcels.

3- MoonShop purports to provide a lunar parcel purchaser with a Lunar Deed that identifies the lunar purchaser as the legal owner of the purchased parcel.

- Applicant does not purport to provide a purchaser with a Lunar Deed that identifies a purchaser as the legal owner of a purchased parcel.

4-As result of MoonShop's purported business method, there is a potential for allegations that MoonShop is engaging in a fraudulent and illegal business.

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Applicant submits that the present invention employs a novel and unobvious concept that recognizes that no one currently owns the Moon or can offer to sell lunar property. The invented concept is that of a Deed of Claim which precisely describes the location and boundary of a specific lunar parcel, but, importantly, indicates that the described parcel is not conveyed by the deed (such indication is clearly presented as a claim element of Claim 17 and in the related Specification). The Deed of Claim concept was invented by the Applicant for the express purpose of precluding a potential for any allegations of fraud and illegality.

In view of the above significant differences between the business methods of MoonShop and Applicant's present invention, Applicant submits that MoonShop significantly teaches from away Applicant.

As a result, it would not be obvious that one skilled ["one of ordinary skill in the art at the time the invention was made"], in the art of real estate in general and legal land property conveyance in particular, would be motivated to engage in the business method practice of MoonShop.

Stated more succinctly, not only would a decision by one skilled in the art to practice the business method of MoonShop result in a business entirely different from that of



Applicant, but such a decision could also result in undesired legal consequences for "one skilled".

Since the Office Action 103 Rejection includes MoonShop in view of Galaty (a real estate text), Applicant submits that the OA use of the addition of the prior art of Galaty to the prior art of MoonShop can do nothing to alter the fact that the foundation of MoonShop's business method is MoonShop's claim that MoonShop owns the Moon. As long as MoonShop claims that it owns the Moon, the business method of MoonShop teaches away from Applicant's present invention.

Applicant respectfully requests Office Action reconsideration of the Patent Application.

**Claim Element 2 - developing, producing, assembling, and offering for sale a documentation package covering a lunar land property parcel;**

**Office Action 2 - MoonShop teaches: developing, producing, assembling, and offering for sale a documentation package covering a lunar land property parcel (MoonShop page 3);**

**Applicant Response 2** - Applicant submits that OA cited MoonShop page 3 includes the following text:

"Apart from the property itself of course, you get:

- A Lunar Constitution Bill of Rights
- A Lunar Deed
- A Lunar Sight Map (Showing the approximate location of your Property)
- A copy of a short story entitled "YOU OWN THE WHAT?"
- A copy of the declaration of ownership ..... To ensure that in fact ownership of the properties sold here [to a lunar parcel purchaser] could be claimed."

Applicant submits that the above textual facts provide evidence that MoonShop offers the sale of lunar property. MoonShop therefore teaches away from Applicant's present invention which does not offer the sale of lunar property. As a result, MoonShop provides no support for a 103 - type Rejection.

**Claim Element 3** -wherein the package includes decorative and educational imagery related to the parcel, and further, includes a document herein defined as a Deed of Claim for the parcel.

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**Office Action 3** - The OA states, further, that "contents of the documentation in the package is a business choice." And, further, "Official Notice is taken .....that MoonShop is capable of providing contents on documentation as desired by a business."

**Applicant Response 3** - Applicant submits that the "business choice" argument of the OA is invalid since MoonShop describes a business method significantly different from Applicant, i.e., MoonShop is offering the sale of lunar property, whereas, Applicant is not offering the sale of lunar property. MoonShop is conducting a business that is much different from that of Applicant. As such, there is no basis for the OA argument that MoonShop is capable of providing contents on [Applicant's] documentation as desired by a business."

**Claim Element 4** - wherein, the primary function of the deed, and so stated in the deed's contents, is to provide an accurate and detailed description of the location and boundary of the parcel, and not to indicate any legal ownership of the parcel;

**Applicant Response 4** - Applicant submits that the absence of an OA comment on of this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of

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Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 5 - wherein, the land containing the parcel has been subject to the Apollo Lunar Space Program of exploration and survey conducted by the U.S. Government during the 1960's and 1970's; and**

**Applicant Response 5** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 6 - wherein, the value of the deed is to be based on the possibility that, at some future time, the U.S. Government may choose to claim some part or all of Earth's Moon, and as a consequence, may choose to encourage lunar development by establishing a land grant program;**

**Applicant Response 6** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight.

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Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 7 - wherein, as a further consequence, the government may choose to recognize a land grant claimant's ownership of the Deed of Claim for a specific land parcel as an essential element of the claimants request for the specific land parcel.**

**Applicant Response 7 -** Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 8 - developing a plan of subdivision of the lunar globe into a decreasing size sequence of regions, sections, blocks and parcels.**

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**Office Action 8** - The OA states: MoonShop does not teach developing a plan of subdivision of the lunar globe into a decreasing size sequence of regions, sections, blocks and parcels.

However, Galaty teaches system and method for subdivision of the land into a decreasing size sequence of regions, sections, blocks and parcels [Galaty, pages 130-143];

The OA further states: As responded to earlier in response to Claim 1, it is a business choice to decide how to subdivide the property.

The OA further states: Official Notice is taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that MoonShop in view of Galaty is capable of subdivision of land to meet the requirements of a business.

**Applicant Response 8** - Applicant respectfully submits that the above OA statements regarding MoonShop in view of Galaty clearly represent a case of impermissible hindsight . Applicant submits that Galaty, as a textbook, provides competent information regarding the description of land property location and boundary, i.e., Galaty provides the "tools" of property location and boundary description. MoonShop in view of Galaty

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provide no motivation for the particular total, and specifically numerically described, subdivision of the Moon into regions, sections, blocks and parcels, as is included in Claim 17.

Applicant additionally submits that MoonShop provides no indication of its subdivision scheme for the entire Moon (which he purports to own and consequently sells lunar parcels) as may be evidenced by the OA cited MoonShop, Page 5 of 46, Lunar Deed and Lunar Map Specimens. Exhibits 1 and 2 are representative of these Specimens. See Applicant Response 20 for an example of MoonShop's absence of Lunar subdivision information.

Applicant respectfully submits that the facts presented above, provide evidence that MoonShop offers the sale of lunar property. MoonShop therefore teaches away from Applicant's present invention which does not offer the sale of lunar property.

As a result, MoonShop provides no support for a 103 Rejection of this claim element Of Claim 17 which covers developing a plan of subdivision of the land into a decreasing size sequence of regions, sections, blocks and parcels [Galaty, pages 130-143];

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Applicant submits that whereas Galaty (as a textbook) provides a useful teaching of the traditional methods of subdividing land property, there is no prior art indication of the specific subdivision of the total Moon and, further, there is no prior art indication of the specific subdivision of Applicant's Region 1 of the Moon, wherein Region 1 has been subdivided into six (6) sections, each section having the unique feature of containing an

Apollo landing site as a historical reference to the location of each of the six (6) [now precisely known] U.S.A. Apollo Program manned spacecraft landing sites.

It should be noted that the non-regular distribution of the spacecraft landing sites results in six (6) sections of unequal rectangular (in the Mercator type map projection sense) size.

Applicant respectfully submits that there is nothing to support an OA conclusion that MoonShop in view of Galaty would produce a lunar subdivision in specific accordance with that of Applicant's Region 1 subdivision.

**CE-9 wherein, subdivision of the lunar globe results in four equally sized mid-latitude regions and two equally sized polar regions, said mid-latitude regions defined as Region 1, Region 2, Region 3 and Region 4, and said Polar Regions defined as Region 5 and Region 6;**



**Applicant Response 9** - Applicant submits that the absence of an OA comment on of this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**CE-10 wherein, a first mid-latitude Region 1 is centered on the equatorial center of the lunar near side, has longitudinal and latitudinal dimensions of 90 degrees, and the remaining three mid-latitude Regions 2, 3 and 4 are similarly constructed with center longitudinal spacing of 90 degrees; and where Polar Region 5 contains all that land from North 45 Degrees Latitude to the Lunar North Pole; and where Polar Region 6 contains all that land from South 45 Degrees Latitude to the Lunar South Pole;**

**Applicant Response 10** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element-11 - wherein, Region 1 has the singular quality of containing the 6 Apollo landing sites within its boundary and is accordingly subdivided into 6 sections, each bounded by pairs of longitude and latitude lines, and containing one of the landing sites, with the result that the sections are not necessarily of equal size;**

**Applicant Response 11** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 12 - wherein, Regions 2, 3, and 4 are each subdivided into 6 sections, three above and three below the lunar equator, each section equally bounded by pairs of 30 degree-spaced lines of longitude and 45 degree-spaced lines of latitude;**

**Applicant Response 12** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of

Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 13 - wherein, Polar Regions 5 and 6 are each subdivided into 4 radial sections, each section equally bounded by pairs of 90 degree-spaced lines of longitude and 45 degree-spaced lines of latitude;**

**Applicant Response 13** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 14 - wherein, the sections of Regions 1, 2, 3, and 4 are each subdivided into a multiplicity of blocks whose latitude and longitude dimensions are 5 degrees;**

**Applicant Response 14** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of

Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**CE-15 wherein, the blocks contained in the sections of Regions 1, 2, 3, and 4 are each subdivided into a multiplicity of land property parcels whose latitudinal and longitudinal dimensions are 1/3 degree each, whereby such dimensions correspond to a nominal linear value in the range of about 6 miles by 6 miles in the mid-latitude regions of the moon;**

**Applicant Response 15** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 16 - wherein, the sections of Polar Regions 5 and 6 are each subdivided into 6 blocks of approximately equal size, each block bounded by pairs of 15 degree-spaced-lines of longitude and 45 degree-spaced-lines of latitude;**

**Applicant Response 16** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 17** - wherein, the blocks contained in the sections of Polar Regions 5 and 6 are each subdivided into land property parcels whose latitudinal dimension is 1/3 degree, corresponding to a linear value of about 6 miles;

**Applicant Response 17** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 18** - wherein, the longitudinal angular dimension of a desirably square parcel will vary with the latitude location of a parcel in order to compensate for the decreasing linear separation of the lines of longitude as they converge towards the lunar poles;

**Applicant Response 18** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 19** - wherein, a calculation is made to determine what integer value of parcel longitudinal dimension, in terms of degrees and/or minutes of angle, results in an integer number of parcels having a linear width of the order of 4 to 6 miles;

**Applicant Response 19** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 20** - **establishing the use of map and photographic imagery, in paper and/or digital electronic form, as part of the documentation package, that have been determined to be publicly available from the U.S. Government**

**Office Action 20 - MoonShop in view of Galaty teaches:**

establishing the use of map and photographic imagery, in paper and/or digital electronic form, as part of the documentation package, that have been determined to be publicly available from the U.S. Government [MoonShop pages 2-10];

**Applicant Response 20** - Applicant submits that the present business method invention includes the above claim element statement (that the map and photographic imagery used for incorporation into the documentation package "...have been determined to be publicly available from the U.S. Government ") for the purpose of providing a complete claim description of the present business method invention that has the additionally desired business attribute of not being burdened by the cost of using copyrighted imagery.

Applicant submits that the OA cited MoonShop pages 2-10 indicate that MoonShop's document package includes only one global level map image (Lunar Map) with the following representative map-stated parcel location statement:

AREA H-7 / Quadrant Hotel

LOT # 122

APPROXIMATE LATITUDE 14 ° - 18 ° W. LONGITUDE 6 ° - 10 ° S.

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The MoonShop package further includes a deed image (Lunar Deed) with the following representative deed-stated parcel location statement:

Area H-7, Quadrant Hotel, Lot Number 122

This property is located 006 squares south and 012 squares east of the extreme northwest corner of the recognized Lunar chart.

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Applicant submits that the above MoonShop combination of map and deed statements of parcel location, as specifically stated, do not enable the representative "parcel purchaser" to find the location and boundary of the subject parcel on the Lunar Map provided by MoonShop.

Applicant further submits that OA cited MoonShop page 10, as shown, is a Naval Research Laboratory (NRL) website that enables a site user to obtain Clementine satellite obtained photographic-type imagery of the Moon to only a limited level of detail.

As shown in OA cited MoonShop page 10, the web site enables a site user to view an image to an adjustable scale, but with a limited level of imagery detail, wherein the presented image is simply centered on user inputted values of latitude and longitude.



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Applicant therefore submits that one using this MoonShop cited web site would have no ability to recognize either the location or the boundary of a specific lunar parcel in a resultant web-site image.

This inability to locate the parcel on the resultant image is of course due to the facts that MoonShop does not provide a parcel purchaser with specific parcel location and boundary data, and that the OA cited NRL web site does not provide for the acceptance of the MoonShop parcel description data as a web site input.

Applicant submits that its present invention includes a documentation package that includes three (3) pairs of same-scale map-photo images of a specifically located lunar parcel, which, in combination provide small, medium and large - scale views of the area in which the parcel is located. Claim 17 indicates the provision of such imagery.

Applicant respectfully submits that above significant difference between the provided MoonShop (low quality) parcel location imagery and the provided Applicant (high quality) parcel location imagery demonstrates that MoonShop teaches away from Applicant. As a result, there is no foundation here for an OA 103 Rejection of this claim element of Claim 17.

it is because of this “teaching away of MoonShop” that Applicant submits that the Office Action has made an improper use of the prior art of MoonShop in view of Galaty as a basis for a 103 Rejection of this claim element of Claim 17.

**Claim Element 21 - wherein, such imagery is used to develop the imagery content of a documentation package;**

**Applicant Response 21** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

Applicant submits that, as is presented in AR-20 above, the imagery content indicated in OA cited Moonshop page 5 is of such a substantially lower quality than that provided in the present business method invention that the OA must conclude that MoonShop teaches away from the present invention.

**CE-22 wherein, such imagery content includes three pairs of map and photograph of similar size and intended to be suitable for framing; with imagery scaled in accordance with a sequence which provides a lunar global view and a large area view indicating the general location of the lunar land parcel, and a local area view indicating, in more detail, the location and boundary of the lunar land parcel;**

**Applicant Response 22** - Applicant submits that the absence of an OA comment on of this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

**Claim Element 23 - establishing a computer-useable database, herein defined as a Master Map and Chart Set of the Lunar Tract, of all parcel locations, as determined from lunar subdivision into the area sequence of regions, sections, blocks, and parcels;**

**Applicant Response 23** - Applicant submits that the absence of an OA comment on of this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of

Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

Applicant submits that this claim element of Claim 17, whose novel features are further detailed in the text and drawing figures that are included in the Applicant's Specification, refers to a substantially higher quantity and quality of database precision than that which is employed by the OA cited MoonShop page 5.

As just one example of teaching away of the many that are available within the above set of claim elements of Claim 17 and the related Specification text and drawing figures, consider that a specific subdivision of the entire Moon down to the parcel level is defined and herein presented by Applicant.

Applicant therefore submits that Applicants database is so much more extensive in information content than MoonShop, that OA must conclude that MoonShop teaches away from Applicant.

**Claim Element 24 - establishing an inventory of individual lunar parcels, to be drawn from the above parcel locations database;**

**Office Action 24** - establishing an inventory of individual lunar parcels, to be drawn from the above parcel locations database [MoonShop pages 2-10];

**Applicant Response 24** - Applicant submits that the extent and precision of definition of Applicant's inventory is so substantially greater than that which has been presented in the OA cited MoonShop page 5, as is presented above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.

**Claim Element 25** - wherein, for each parcel, a documentation package containing the Deed of Claim and its associated location-oriented imagery is developed, and assembled in paper or computer disc format;

**Applicant Response 25** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant.

Applicant submits that the extent and precision of definition of Applicant's Deed of Claim and the associated location-oriented imagery (maps and photos) is so substantially

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greater than that which has been presented in the OA cited MoonShop page 5, as is presented above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.

**Claim Element 26 - establishing the offering for sale of a documentation package for individual lunar parcels**

**Office Action 26 - establishing the offering for sale of a documentation package for individual lunar parcels [MoonShop pages 2-10];**

**Applicant Response 26 -** Applicant submits that the extent and precision of definition of Applicant's documentation package, including the Deed of Claim and the associated location-oriented imagery (maps and photos) for each parcel, is so substantially greater than that which has been presented in the OA cited MoonShop pages 2-10, as is presented above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.

**Claim Element 27 - establishing a computer-useable registry, defined herein as the Lunar Claim Registry, whose uses will include that of maintaining a record of original ownership of a Deed of Claim, and any subsequent ownership of the deed where such information is made available to the registry operator;**

**Office Action 27 - establishing a computer-useable registry, defined herein as the Lunar Claim Registry, whose uses will include that of maintaining a record of original ownership of a Deed of Claim, and any subsequent ownership of the deed where such information is made available to the registry operator [MoonShop pages 2-33];**

**Applicant Response 27 - Applicant submits that the extent and precision of definition of Applicant's documentation package, including the Deed of Claim and the associated location-oriented imagery (maps and photos) for each parcel, and including the precisely defined subdivision of the entire lunar globe down to the parcel level (as discussed above) is so substantially greater than that which has been presented in the OA cited MoonShop pages 2-33, as is discussed above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.**

**Claim Element 28 - establishing the use of copyright protection of the Lunar Claim Registry, with its Deed of Claim ownership data contents, as a method for achieving data storage in the U.S. Archives;**

**Office Action 28 - establishing the use of copyright protection of the Lunar Claim Registry, with its Deed of Claim ownership data contents, as a method for achieving data storage in the U.S. Archives [MoonShop pages 2-10];**

**Applicant Response 28 - Applicant submits that the extent and precision of definition of Applicant's Lunar Claim Registry content (as discussed above), with its copyright protected Deed of Claim and the subsequent regular copyright protection of the data content of the Lunar Claim Registry is so substantially greater than that which has been presented in the OA cited MoonShop pages 2-10, as is discussed above, that OA must conclude that MoonShop teaches away from Applicant's present business method invention.**

**Claim Element 29 - establishing an organization of members, in the form, for example, of a Lunar Claim Society, whose focus is the provision of information of common interest to Deed of Claim owners;**



**Office Action 29** - establishing an organization of members, in the form, for example, of a Lunar Claim Society, whose focus is the provision of information of common interest to Deed of Claim owners [MoonShop pages 3-4];

**Applicant Response 29** - Applicant respectfully submits that one skilled in the art of the present business method invention would know that an organization, to be called the Lunar Claim Society, would have as one of its primary objectives the formation of an extensive and politically effective lobby group whose mission, in turn, would be to encourage the U.S. Government, via its White House, Senate, and House of Representatives, to produce legislation whose purpose would be to convert each outstanding Deed of Claim to a true and legal lunar parcel ownership document. Since MoonShop's business, with its potential (as discussed above) for allegations of fraud and illegality, one skilled in the art would conclude that MoonShop teaches away from the present business method invention with respect the formation of a society having this important lobbying objective, as MoonShop already claims (see OA cited MoonShop page 5 to own the entire Moon.

**Claim Element 30** - wherein, the organization functions include periodic generation of a newsletter, primarily internet-based, to provide information of potential interest to society members and other readers.

**Applicant Response 30** - Applicant submits that the absence of an OA comment on this claim element of Claim 17 (with regard to either rejection or allowance) is an oversight. Applicant respectfully submits that OA consideration of this claim element of Claim 17 would provide strong evidence that MoonShop is in a business that is significantly different from Applicant, and therefore teaches away from Applicant. Applicant further submits that one skilled in the art of generating a newsletter of potential interest to (Lunar Claim) society members would know that the newsletter would be an important component of the lobbying function discussed immediately above. As MoonShop would have little motivation to lobby for ownership of the Moon (since he states that he already owns it), it must be concluded that MoonShop teaches away from the present business method invention with respect to the generation of a newsletter.

**CLAIM 18 (RETAINED AS PREVIOUSLY PRESENTED)**

**Claim Element 1** - The method of doing business of claim 17, wherein the comprised operations are applied to a Martian or any other planetary land property parcel, where such planetary land has been subject to a program of exploration and survey by the U.S. Government.

**Office Action 1** - The method of doing business of claim 17, wherein the comprised [MoonShop in view of Galaty teaches] operations are applied to a Martian or any other planetary land property parcel, where such planetary land has been subject to a program of exploration and survey by the U.S. Government (Galaty teaches survey of land) [Galaty pages 355-356].

**Applicant Response 1** - Applicant respectfully submits that, for the many facts, reasons, and arguments presented above, that MoonShop teaches away from the present business method invention as it is applicable to a Mars or any other planetary land property parcel.

Applicant further submits that one skilled in the art, as a result of the teaching away of MoonShop, would have no motivation to apply the prior art of Galaty.

## **SUMMARY**

### **General**

Applicant requests that Office Action (OA) reconsider the rejection of Claims 17 and 18. in view of the following significant differences between the OA cited prior art of MoonShop in view of Galaty and the present invention of Applicant:

1-MoonShop offers the sales of Lunar land parcels and offers the associated provision of Lunar Deeds to establish the conveyance of the Lunar land parcels.

2-Applicant does not offer the sales of Lunar land parcels and does not offer the associated provision of Lunar Deeds to establish the conveyance of the Lunar land parcels.

### **The Rejection of Claim 17 on MoonShop and Galaty Overcome**

The last OA rejected independent claim 17 on MoonShop and Galaty. Applicant requests reconsideration of this rejection for the following reasons:

(1) There is no justification, in MoonShop and Galaty, or in any prior art separate from Applicant's disclosure, which suggests that these references be combined, much less be combined in the manner proposed.

(2) The proposed combination significantly teaches away from Applicant's disclosure.

(3) Even if MoonShop and Galaty were to be combined in the manner proposed, the proposed combination would not show all the novel features of claim 17.

(4) These novel features of claim 17 produce new and unexpected results and hence are unobvious and patentable over these references.

#### **The References and Differences of the Present Invention Thereover**

Prior to discussing the claims and the above four points, Applicant will first discuss the references and the general novelty of the present invention and its unobviousness over the references.

**MoonShop** presents a method of doing business in which lunar parcels are offered for sale. MoonShop, Page 2 of 46. MoonShop includes the following statements:

(1) "Amazing but true: You can be the proud owner of a property on the Moon! "

(2) "A declaration of ownership was filed with the American Government 16 years ago by Mr. Dennis Hope of the Lunar Embassy, to ensure that in fact, ownership of the properties could be claimed."

(3) "If this sounds like a joke to you, please read on, because this is no joke. The sale of Lunar property has been ongoing for 16 years by the Lunar Embassy, which possess the legal the legal basis and copyright for the sale of Lunar Property."

**Applicant** presents a method of doing business in which lunar parcels are not offered for sale. Applicant's Claim 17, starting on page x, line x, includes the following statements:

(1) A method of doing business, comprising operations of developing, producing, assembling, and offering for sale a documentation package covering a lunar land property parcel;

(2) wherein the package includes decorative and educational imagery related to the parcel, and further, includes a document herein defined as a Deed of Claim for the parcel:

(3) wherein, the primary function of the deed, and so stated in the deed's contents, is to provide an accurate and detailed description of the location and boundary of the parcel, and not to indicate any legal ownership of the parcel;

**MoonShop** presents a method of doing business in which the purchaser of Lunar Property is provided with a Lunar Deed. MoonShop, Page 5 of 46. MoonShop, states, under the heading "The Lunar Deed", "The Lunar Deed is your formal document of ownership."

**Applicant** presents a method of doing business in which the purchaser of the business offering is not provided with a Lunar Deed. Applicant's Claim 17, starting on page x of x, includes the following statements:

(1) wherein, the value of the deed is to be based on the possibility that, at some future time, the U.S. Government may choose to claim some part or all of Earth's Moon, and

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as a consequence, may choose to encourage lunar development by establishing a land grant program;

(2) wherein, as a further consequence, the U.S. Government may choose to recognize a land grant claimant's ownership of the Deed of Claim for a specific land parcel as an essential element of the claimants request for the specific land parcel;

**Galaty's** publication, entitled "MODERN Real Estate Practice", in its Chapter 9, entitled "Legal Descriptions", states in its "Learning Objectives" that "When you have finished this chapter , you should be able to:

- **identify** the three methods used to describe real estate.
- **describe** how a survey is prepared.
- **explain** how to read a rectangular survey description.
- **distinguish** the various units of land measurement.
- **define** these *key terms* [list is presented].

**Applicant** presents a method of doing business that uses a novel and unobvious, and unique, structure of subdivision of the entire Moon. As per the conventional practice of "Legal Descriptions" as presented in Galaty, Applicant does employ conventional



North/South lines of latitude to define and describe the East/West bounds of selected land areas, and does employ conventional East/West lines of Longitude to define and describe the North/South bounds of the same selected areas. It is clear that, for such method of land subdivision, Applicant does employ a legal description in the Deed of Claim that indicates the boundary and location of a specific land parcel by a statement of the latitude and longitude of each of the four corner locations of the specific land parcel. Applicant therefore submits that Galaty provides only legal description information that would be expected to be known by one skilled in the art as it relates to Applicant's present invention, but no information that would be expected to teach or motivate MoonShop towards Applicant's present invention.

**Applicant's** novel and unobvious feature of lunar land subdivision is a definition of Region 1 of the Moon as being bounded by Longitude 45 Degrees East, Longitude 45 Degrees West, Latitude 45 Degrees North, and Latitude 45 Degrees South; where Region 1 is subdivided into six uniquely shaped sections; where each section is bounded by lines of latitude and longitude, and, where each of the sections is bounded so that it contains only one of the six Apollo Manned Landing Sites.

**Applicant** submits that, since MoonShop teaches away from Applicant's present invention, the combination of MoonShop and Galaty provides no motivation for one skilled in the art of real estate to formulate the method of doing business of Applicant's present invention.

**Even if MoonShop and Galaty Were to be Combined in the Manner Proposed in the OA, the Proposed Combination Would Not Show All of the Business Method Features of Claim 17.**

However, even if the combination of MoonShop and Galaty were legally justified, claim 17 would still have novel and unobvious business method features over the proposed combination. In other words, Applicant's invention, as defined by claim 17, comprises a method of doing business that offers a much greater potential for legal ownership of a lunar land parcel than that which is offered by MoonShop's explicit statement that MoonShop currently owns the Moon, and that MoonShop consequently has a full authority to both legally sell lunar parcels and legally convey lunar parcels to purchasers.

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Neither MoonShop or the OA cited component of Galaty present information regarding Common Law aspects of conveying land property. More specifically, Applicant submits that the legal conveyance of land property historically consists of the following:

- (1) A sovereign nation having a respected military capability initiates an exploration program.
- (2) A large tract of newly discovered land is presented to the sovereign head of a sovereign nation on the basis of exploration conducted in the name of the sovereign head.
- (3) The sovereign head then exercises a recognized prerogative to convey a part of the sovereign owned land to an individual.
- (4) Such conveyance is authenticated by means of a deed whose form and content are made sufficient to legally establish, under Common Law, such conveyance of land from the sovereign head to the individual.
- (5) The individual can, in turn, choose to sell all or a part of the owned land to another person.

6) The legal sale and conveyance of the land parcel includes the use of a deed that is recognized under Common Law.

**Applicant** submits that, based upon the above described conveyance-by-deed sequence, MoonShop and Galaty in combination present a business method for selling and conveying lunar property that does not contain the required legal elements of Common Law.

**Applicant** submits that its presented invention method of doing business, in which land property is not conveyed, employs an approach that is in full recognition of the above described proper sequence associated with legal land property sales and conveyance.

**Applicant** therefore submits that even if MoonShop and Galaty were to be combined in the manner proposed in the OA, the proposed combination would not show all of the business method features of Claim 17.

Specifically, clause (a) and (b) of claim 17 clearly distinguish applicant's defined Deed of Claim from MoonShop's and Galaty's, or any possible combination thereof, since these clauses recite:

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(a) wherein the package includes decorative and educational imagery related to the parcel, and further, includes a document herein defined as a Deed of Claim for the parcel;

(b) wherein, the primary function of the deed, and so stated in the deed's contents, is to provide an accurate and detailed description of the location and boundary of the parcel, and not to indicate any legal ownership of the parcel;

(c) wherein, the value of the deed is to be based on the possibility that, at some future time, the U.S. Government may choose to claim some part or all of Earth's Moon, and as a consequence, may choose to encourage lunar development by establishing a land grant program;

(d) wherein, as a further consequence, the government may choose to recognize a land grant claimant's ownership of the Deed of Claim for a specific land parcel as an essential element of the claimants request for the specific land parcel;

**The Novel Business Method Features of Claim 17 Produce New and Unexpected Results and Hence Are Unobvious and Patentable Over These References Under §103**

Also Applicant submits that the novel business method features of claim 17 are also unobvious and hence patentable under §103 since they produce new and unexpected results over MoonShop and Galaty, or any combination thereof.

These new and unexpected results are the ability of Applicant's business method to employ the invented concept of a Deed of Claim which offers only a potential for future ownership of an accurately describe lunar land parcel, whereas no combination of MoonShop and Galaty states or suggests anything other than an ability and intent to immediately and legally convey purchased lunar land property. Applicant's business method therefore has the new and unexpected beneficial result of a low potential for any form of undesired litigation regarding true and legal individual ownership of lunar land property, whereas MoonShop and Galaty present a business method that, in view of Common Law, has a high potential for any form of undesired litigation regarding true and legal individual ownership of lunar land property.

**The Dependent Claim 18 is a Fortiori Patentable Over MoonShop and Galaty**

Retained claim 18 incorporates all the subject matter of claim 18 which makes it a fortiori and independently patentable over MoonShop and Galaty.

**EXHIBITS**

**INTRODUCTION**

The purpose of this exhibit set is to show the extent to which MoonShop in view of Galaty teach away from applicant's present business method invention and, further, to show that the Office Action conclusion, that one skilled in the art would have determined the specifically detailed total subdivision of the Moon down to the indicated parcel level, must be considered as invalid on the basis of the application of impermissive hindsight.

There are essentially three types of exhibits included:

1) The first three image exhibits consist of MoonShop's Lunar Deed and Lunar Map, and applicant's Deed of Claim. Applicant asserts that MoonShop's Lunar Deed and Lunar Map are the complete extent of purchased lunar parcel location data that is provided to a parcel purchaser. Applicant further asserts that a parcel purchaser could

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not specifically locate the purchased parcel on the basis of data specifically provided within the Lunar Deed and Lunar Map. In contrast, applicant's Deed of Claim contains specific parcel location data.

2) With the exception of the last exhibit, the remaining exhibits are intended to show imagery that is representative of the Claims, in view of the Specification, of applicant's present business method invention.

3) The last exhibit is a copy of a conference presented paper entitled "Lunar Real Estate: Buyer, Beware!" The purpose of including this exhibit paper is to give further evidence of the extent to which MoonShop in view of Galaty teaches away from applicant's present business method invention.

## **EXHIBIT SET**

Exhibit 1-Representative copy of Office Action cited MoonShop Page 5 of 46

**SPECIMEN Lunar Deed.** The copy has been reduced from its original size of 11 x 14 inches to a convenient size of 8 ½ x 11 inches. Note: Readable SPECIMEN Lunar Deed is not website downloadable as MoonShop.com has removed it from public access.



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Exhibit 2-Representative copy of Office Action cited MoonShop Page 5 of 46

**SPECIMEN Lunar Map.** The copy has been reduced from its original size of 11 x 14 inches to a convenient size of 8 ½ x 11 inches. Note: Readable SPECIMEN Lunar Map is not website downloadable as MoonShop.com has removed it from public access.

Exhibit 3-Copy of Applicant's present invention **Deed of Claim**. The copy has been reduced from its original size of 11 x 14 inches to a convenient size of 8 ½ x 11 inches.

Exhibit 4-Copy of identifying corner of one of a Lunar Chart series of twenty charts that symmetrically cover the mid-latitude region of the Lunar Near Side. This chart is identified by the following descriptor: LUNAR CHART SCALE ; 1:500,000; NASA AICS Chart Set; Chart: ARAGO AIC 60 C. The mid-latitude region covers the longitude range of minus 50 degrees to plus 50 degrees and the longitude range of minus 8 degrees to plus 8 degrees. Applicant literally discovered and purchased this relatively rare map set, left over from the Apollo Program era of the late 1960's, from a NASA facility "warehouse of left-over charts". Applicant's selected parcel invention size of 1/3 degrees by 1/3 degrees is based on the finest detail scale of this map series.

Exhibit 5-Copy of enlarged image area of the above Arago chart. Note the ease of displaying a typical lunar parcel on this chart in applicant's present invention.

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Exhibit 6-Copy of enlarged lunar orbiting spacecraft derived black/white photo image area that is contained in the above Arago chart. Note the ease of displaying a typical lunar parcel on this photo image in applicant's present invention.

Exhibit 7-Copy of a typical specific lunar parcel location descriptor pair provided with each local area map and photo pair of images in applicant's present invention.

Exhibits 8 and 9-Reduced size black/white copies of the 10 x 10 inch color map-photo global image pairs provided in applicant's present invention.

Exhibits 10 and 11-Reduced size black/white copies of the 10 x 10 inch color map-photo section area image pairs provided in applicant's present invention.

Exhibits 12 and 13-Reduced size black/white copies of the 10 x 10 inch color map-photo local area image pairs provided in applicant's present invention.

Exhibits 14 and 15-Lunar near-side and far-side global regional subdivision diagrams that are representative of the Claims, in view of the Specification, of applicants present invention. Note: Similar figures in the Specification have reduced details as was requested by USPTO initial figures review.

Exhibit 16-Copy of NASA-source Apollo Lunar Module Landing Site Coordinates that are employed in Applicant's present invention Claims, in view of the Specification, to determine a specific subdivision of Region 1 into six sections, each containing within its bounds one of the six Apollo manned spacecraft (Lunar Module) landing sites.

Exhibits 17 and 18-Diagram and black/white copy map of the Lunar Region 1 subdivision into Apollo landing site based sections. The diagram is representative of the Claims, in view of the Specification, of applicant's present invention. Note: A similar diagram in the Specification has reduced details as was requested by USPTO initial figures review.

Exhibit 19-Diagram of Section 11 (which includes the Apollo 11 landing site) indicating the specific subdivision of Section 11 into 21 precisely defined Blocks. The diagram is representative of the Claims, in view of the Specification, of applicant's present invention.

Exhibit 20-A single page set of two diagrams. The upper diagram indicates the specifically detailed subdivision of lunar Region 1 into sections and blocks. The lower diagram indicates the specifically detailed subdivision of a typical 5 degree by 5 degree

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Block into 3 by 3 parcels per 1 square degree groups. The diagrams are representative of the Claims, in view of the Specification, of applicant's present invention.

Exhibit 21-Diagram indicating the specifically detailed subdivision of Block 17 of Section 11 of Region 1 into a 15 by 15 parcel array contained in a 5 degree by 5 degree block. The diagram is representative of the Claims, in view of the Specification, of applicant's present invention.

Exhibits 22 and 23-Lunar north-polar and south-polar global regional subdivision diagrams that are representative of the Claims, in view of the Specification, of applicants present invention. Note: Similar figures in the Specification have reduced details as was requested by USPTO initial figures review.

Exhibits 24 and 25-Diagrams indicating the specific details of the method selected to achieve subdivision into parcels in the polar and near-polar regions. The diagrams are representative of the Claims, in view of the Specification, of applicant's present invention.

Exhibit 26-A copy of a conference presented paper entitled "Lunar Real Estate: Buyer, Beware!" Applicant believes this to be a particularly informative discussion of the

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legality, or lack thereof, of lunar real property sales. It should be noted that MoonShop, or the Lunar Embassy, or Mr. Dennis Hope, or the Head Cheese are all the same business entity. The purpose of including this exhibit paper is to give further evidence of the extent to which MoonShop in view of Galaty teaches away from applicant's present business method invention.

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**EXHIBIT SET**

I

# Lunar Deed

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From the recognized authority of the Lighted Lunar Surface, this document represents the issuing of 10 (ten) sercas on the Lighted Lunar Surface.

This deed is for the Lunar Property listed below:

Lunar Description:

Area H-7, Quadrant Hotel, Lot Number 125

This property is located 000 squares south and 012 squares east of the extreme northwest corner of the recognized Lunar chart.

(Ten sercas equals approximately 1,777.58 acres)

This deed is recorded in the Lunar Embassy located currently in Rio Vista, California, United States of America, and in the name of Thomas M. Snow from hereinafter known as owner of the above described property.

This deed is transferable or tradeable or assignable upon the decision of the owner at his/her discretion.

This document conforms to all of the Lunar Real Estate Regulations set forth by the Head Cheese, (Dennis M. Hope) and shall be considered in proper order when his signature and seal are affixed to this document.

This sale approved by the Board of Realtor  
The Omnipotent Ruler of the Lighted Lunar Surface.

  
The Head Cheese

12.1.2000  
Dated

## Transfer of Ownership

This is one of 54 (Fifty-Four)  
Sovereign Worlds of Hope

"This is a novelty gift."

©Copyright 1980®

\_\_\_\_\_  
TRANSFEREE NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TRANSFEREE NAME

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DATE

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DATE

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TRANSFEREE NAME

\_\_\_\_\_  
DATE

# Lunar Map

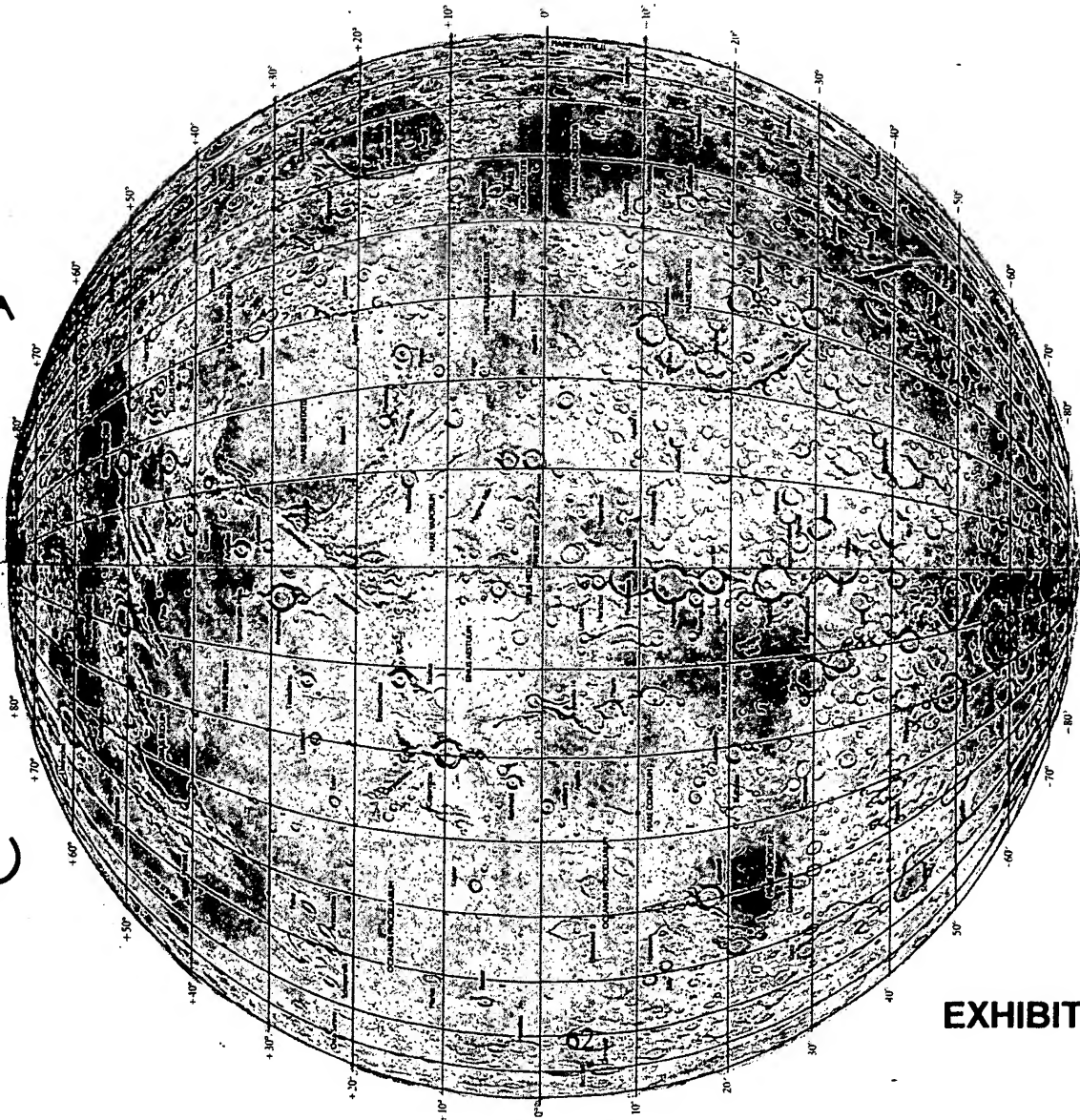


EXHIBIT 2

The Sovereign

Established 1980

World's of Hope

AREA H-7 / Quadrant Hotel LOT # 122  
APPROXIMATE LATITUDE 14° - 18° W. LONGITUDE 6° - 10° S.



## DEED OF CLAIM

THIS DEED, made the 14th day of February, 2001, BETWEEN Thomas M. Snow of Forestville, Maryland, party of the first part, and Frank J. Snow of Annandale, Virginia, party of the second part.

This document is a Deed of Claim, defined herewith as an accurate and precise description of the location and boundaries of a lunar land parcel. This document is not intended to indicate any legal ownership of the described parcel. Ownership of such a deed by an individual is intended to enhance such individual's request for the described land parcel at such future time when the government of the United States of America may lay claim to a large tract of lunar land, based on its successful Apollo program of manned lunar landings and explorations, and subsequently may grant sub-divided parcels of such tract, including air space rights, land surface rights and sub-surface rights including water, mineral, oil and gas extraction rights to requesting individuals for the purpose of encouraging land development.

WITNESSETH, that the said party of the first part, in consideration of One Dollar (\$1.00) and other valuable consideration, paid by the party of the second part, does hereby remise, release, and convey whatever interest the party of the first part has unto the party of the second part, the heirs, successors, and assigns of the party of the second part forever.

ALL of the description of the boundary, consisting of Lunar Lines of Latitude and Longitude with the North Pole at the top, of that certain parcel of lunar land, in terms of corner locations in Degrees and Minutes, as follows: (01-40 N, 21-00 E); (01-40 N, 21-20 E); (01-20 N, 21-20 E); (01-20 N, 21-00 E). This is Parcel No. 154, located in Block No. 37 of Section No. 11, all located on the Master Map and Chart Set of the Lunar Tract.

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to said property description.

TO HAVE AND TO HOLD the property description herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever.

IN WITNESS WHEREOF the party of the first part has duly executed this Deed of Claim the day and year first above written.

\_\_\_\_\_  
(Grantor)

STATE OF VIRGINIA, County of Fairfax.

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

Notary Public for Virginia

# LUNAR CHART

SCALE 1:500,000

Published for  
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
by  
AERONAUTICAL CHART AND INFORMATION CENTER  
UNITED STATES AIR FORCE  
ST. LOUIS, MISSOURI 63118



ARAGO

AIC 60 C

Mercator Projection  
Scale 1:500,000 at 11°00'45"

1ST EDITION MARCH 1966

## NOTES

This chart was produced at the request of the Manned Spacecraft Center, NASA. It was prepared with advisory assistance from Dr. Gerard P. Kuiper and his collaborators, D.W.G. Arthur and E.A. Whitaker.

## DATUM

The horizontal and vertical position of features on this chart are based on selenocentric measurements made by ACIC and published in ACIC Technical Paper No. 15, "Coordinates of Lunar Features", March 1965. The assumed lunar figure is that of a sphere corresponding to the mean lunar radius of 1738 kilometers. Supplementary positions are developed in the chart area as an extension of the primary control.

Primary Control Positions ..... ⊕  
Supplementary Control Positions ..... △

## ELEVATIONS

Radius vector lengths are the distances from the geometrical center of the moon to the plane of the crater rim or the designated position of the feature measured. The lengths of the radius vectors are expressed in kilometers with estimated uncertainties indicated.

The relative elevations of crater rims and other prominences above the surrounding terrain and depths of craters are in meters. They were determined by the shadow measuring techniques as refined by the Department of Astronomy, Manchester University, under the direction of Professor Zdeněk Kopal. The probable error of the localized relative elevations is 100 meters in the vicinity of the center of the moon with the magnitude increasing to 300 meters at 70° from the center due to foreshortening.

Lengths of Radius Vectors to control points .....  
⊕ or △ 1741.9 ± 1.3

Depth of craters (rim to floor) ..... (400)

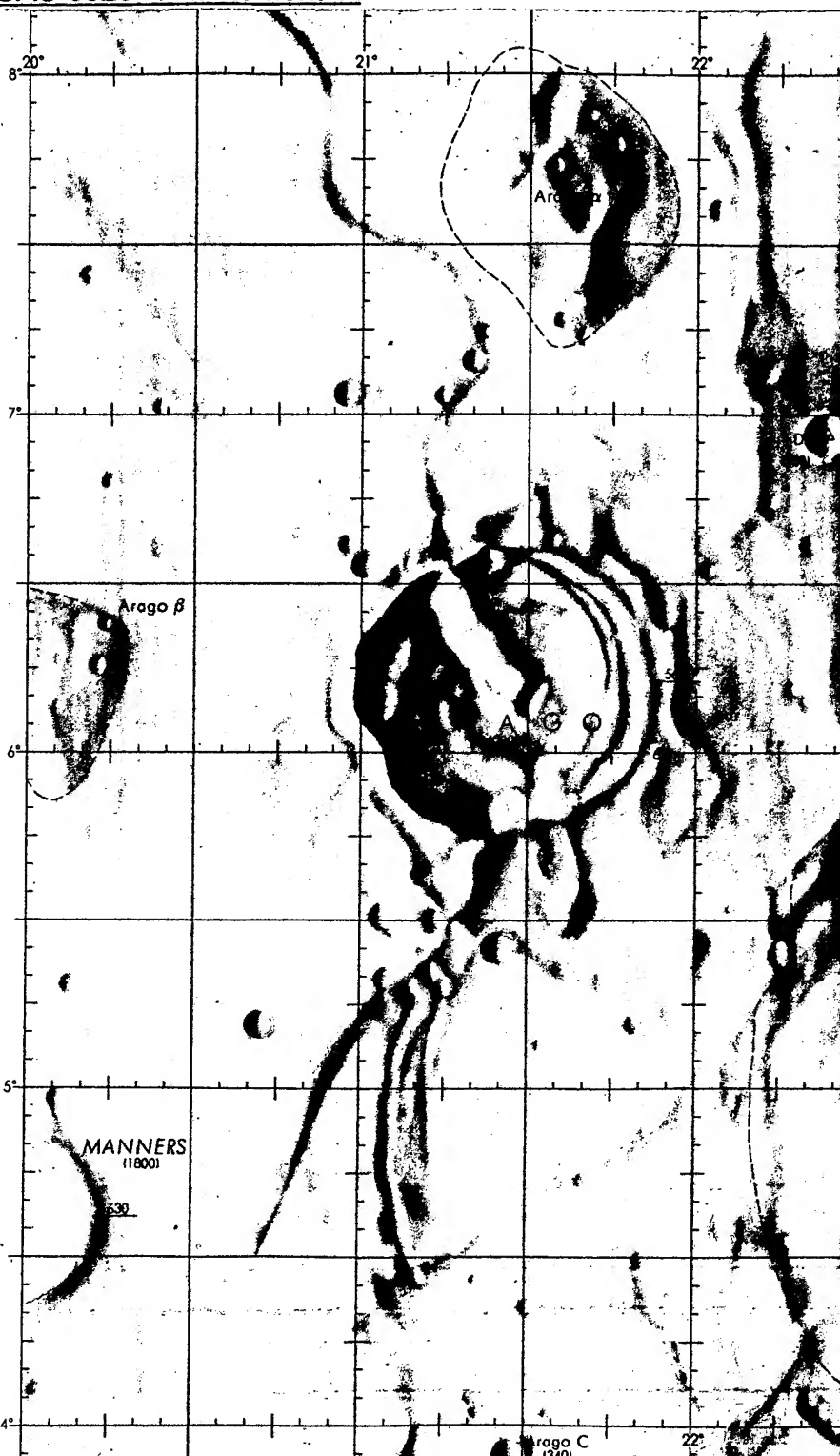
Relative Elevations (referenced to surrounding terrain) with direction and extent of measured slope indicated

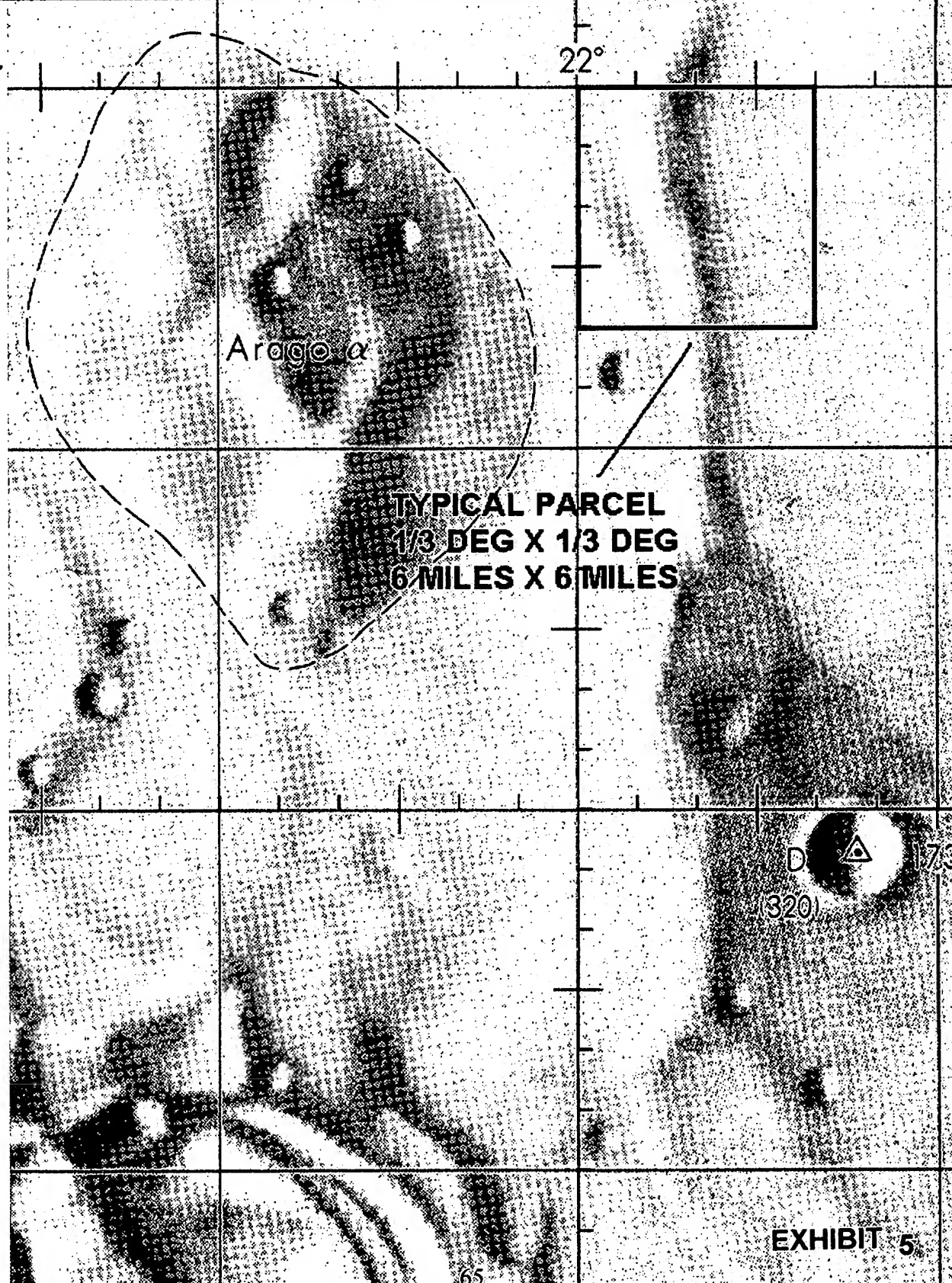
..... 300

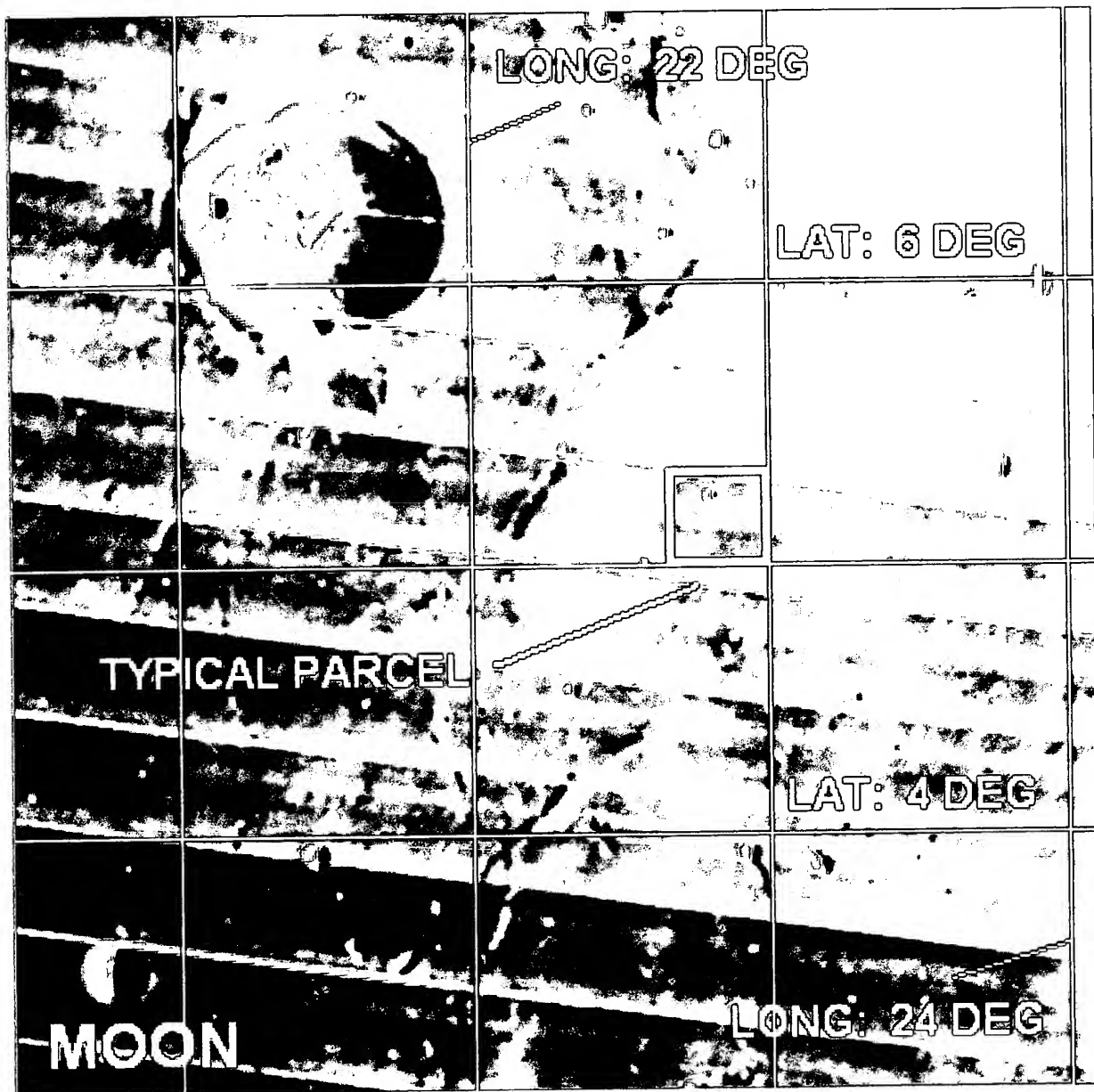
## NAMES

Feature names were adopted from the 1935 International Astronomical Union nomenclature system as amended by Commission 16 of the I.A.U., 1961 and 1964.

Supplementary features are associated with the named features through the addition of identifying letters. Craters are identified by capital letters. Eminences







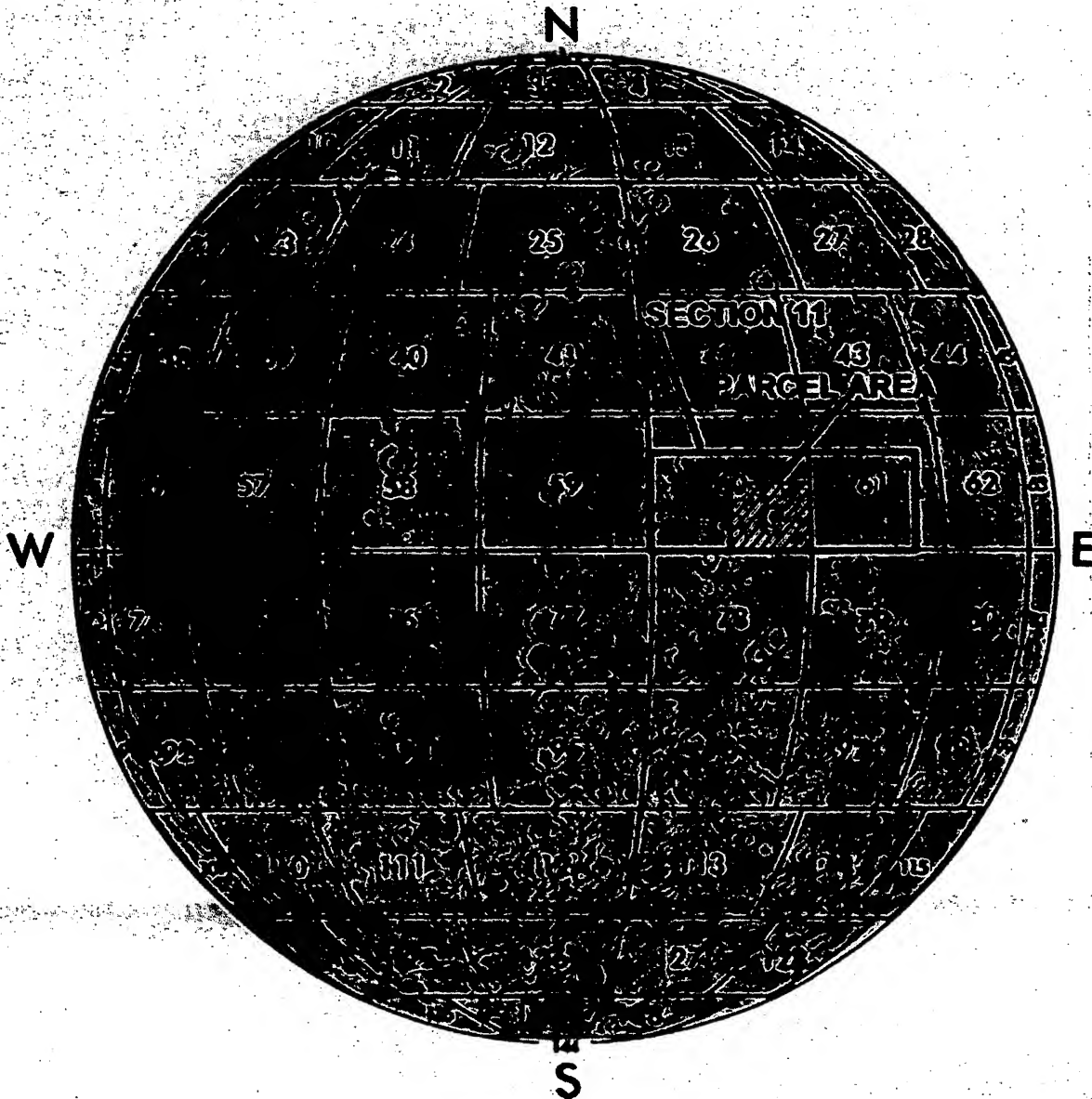
**MAP IMAGE OF THE LOCAL LUNAR AREA CONTAINING  
THE BELOW DEFINED LUNAR PARCEL. LUNAR PARCEL  
LOCATION AS INDICATED IN THE DEED OF CLAIM  
CONVEYED TO OWNER REGISTRATION NO. 10,001. REGION  
I-SECTION 11-BLOCK 37-PARCEL 154. PARCEL CORNER  
LOCATIONS IN DEG-MIN-SEC:**

**NW CORNER: 01-40-00 N, 21-00-00 E.  
NE CORNER: 01-40-00 N, 21-20-00 E.  
SW CORNER: 01-20-00 N, 21-00-00 E.  
SE CORNER: 01-20-00 N, 21-20-00 E.**

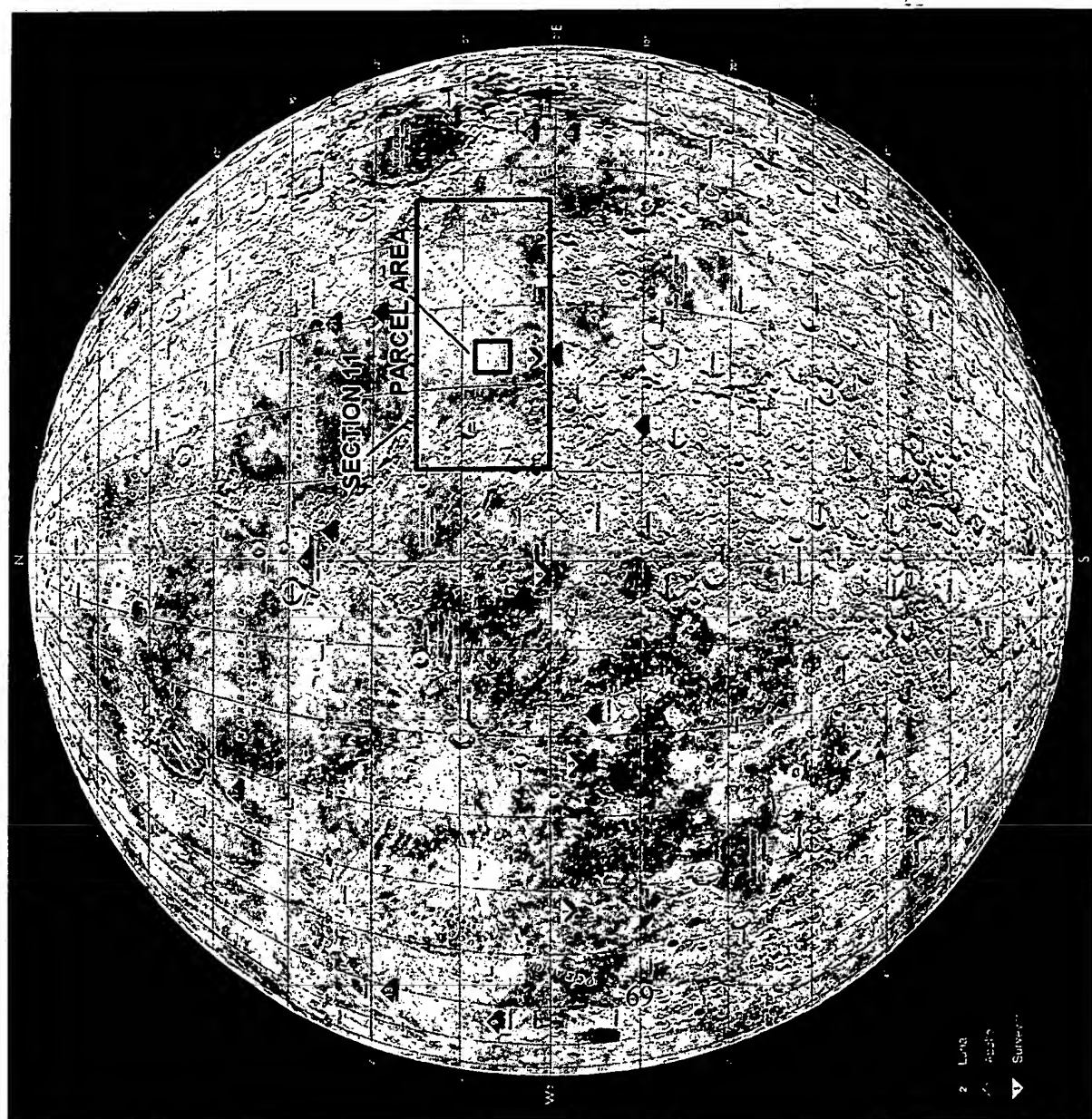
**PHOTO IMAGE OF THE LOCAL LUNAR AREA CONTAINING  
THE BELOW DEFINED LUNAR PARCEL. LUNAR PARCEL  
LOCATION AS INDICATED IN THE DEED OF CLAIM  
CONVEYED TO OWNER REGISTRATION NO. 10,001. REGION  
I-SECTION 11-BLOCK 37-PARCEL 154. PARCEL CORNER  
LOCATIONS IN DEG-MIN-SEC:**

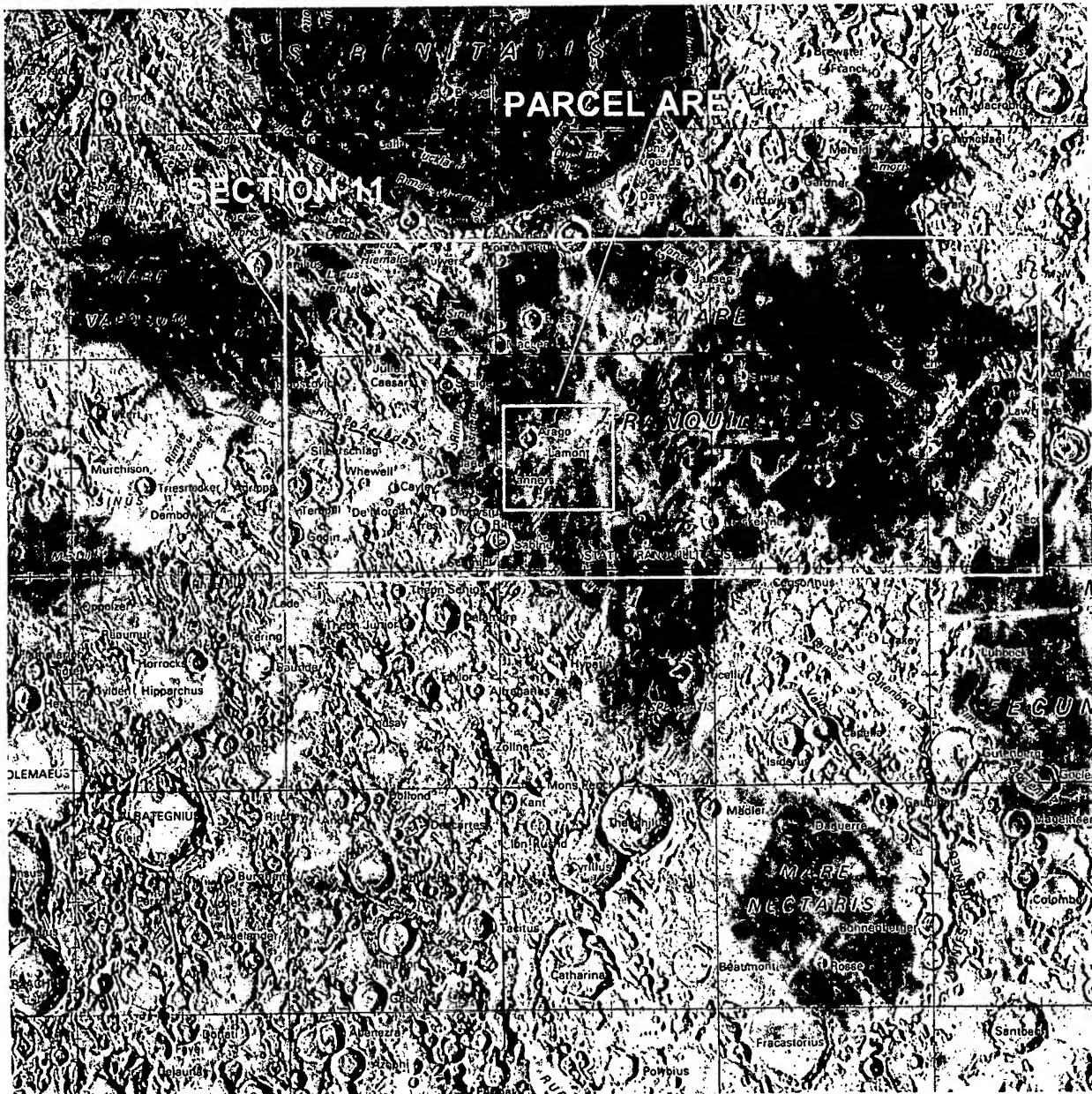
**NW CORNER: 01-40-00 N, 21-00-00 E.  
NE CORNER: 01-40-00 N, 21-20-00 E.  
SW CORNER: 01-20-00 N, 21-00-00 E.  
SE CORNER: 01-20-00 N, 21-20-00 E.**

**EXHIBIT7**

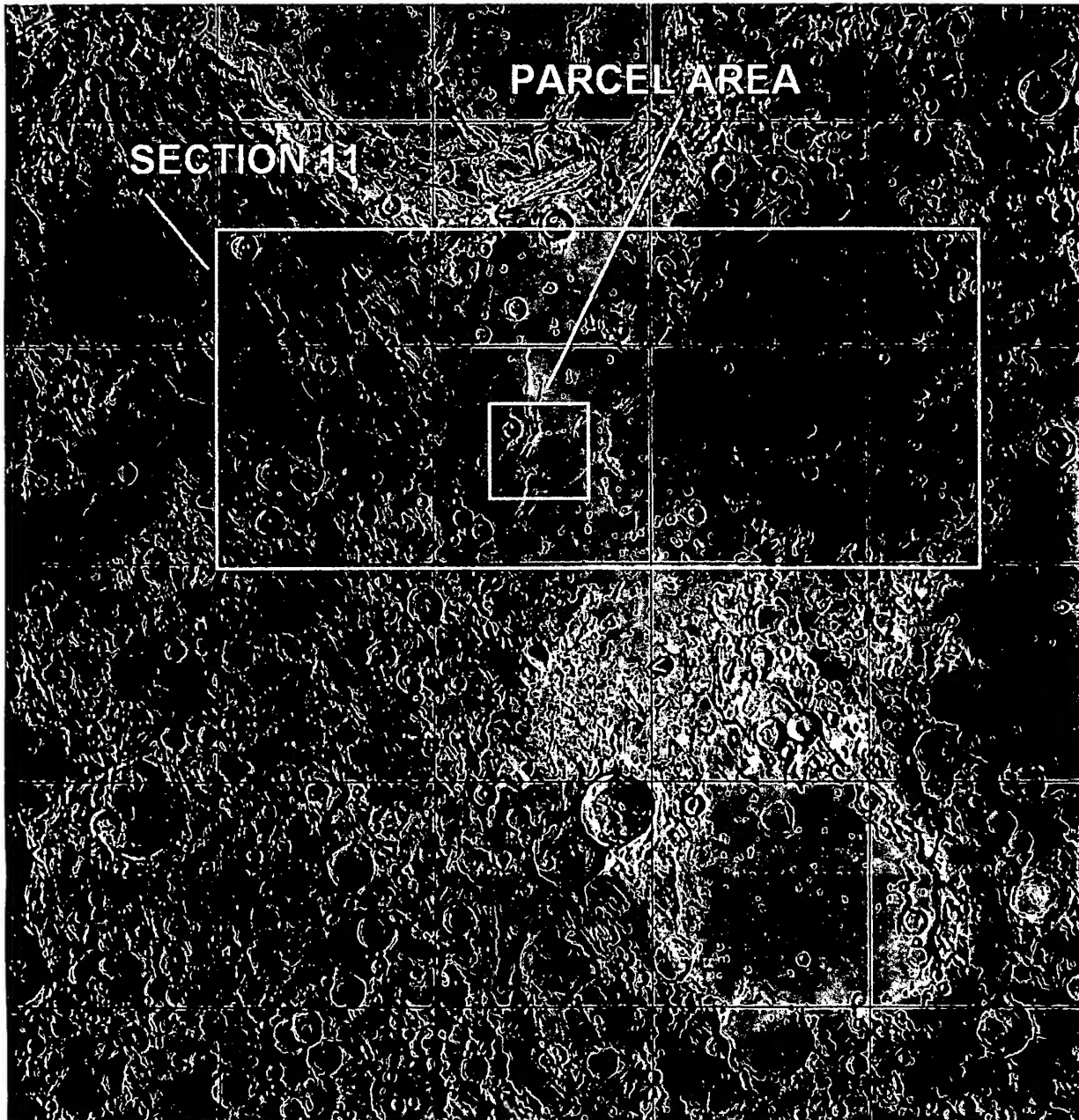


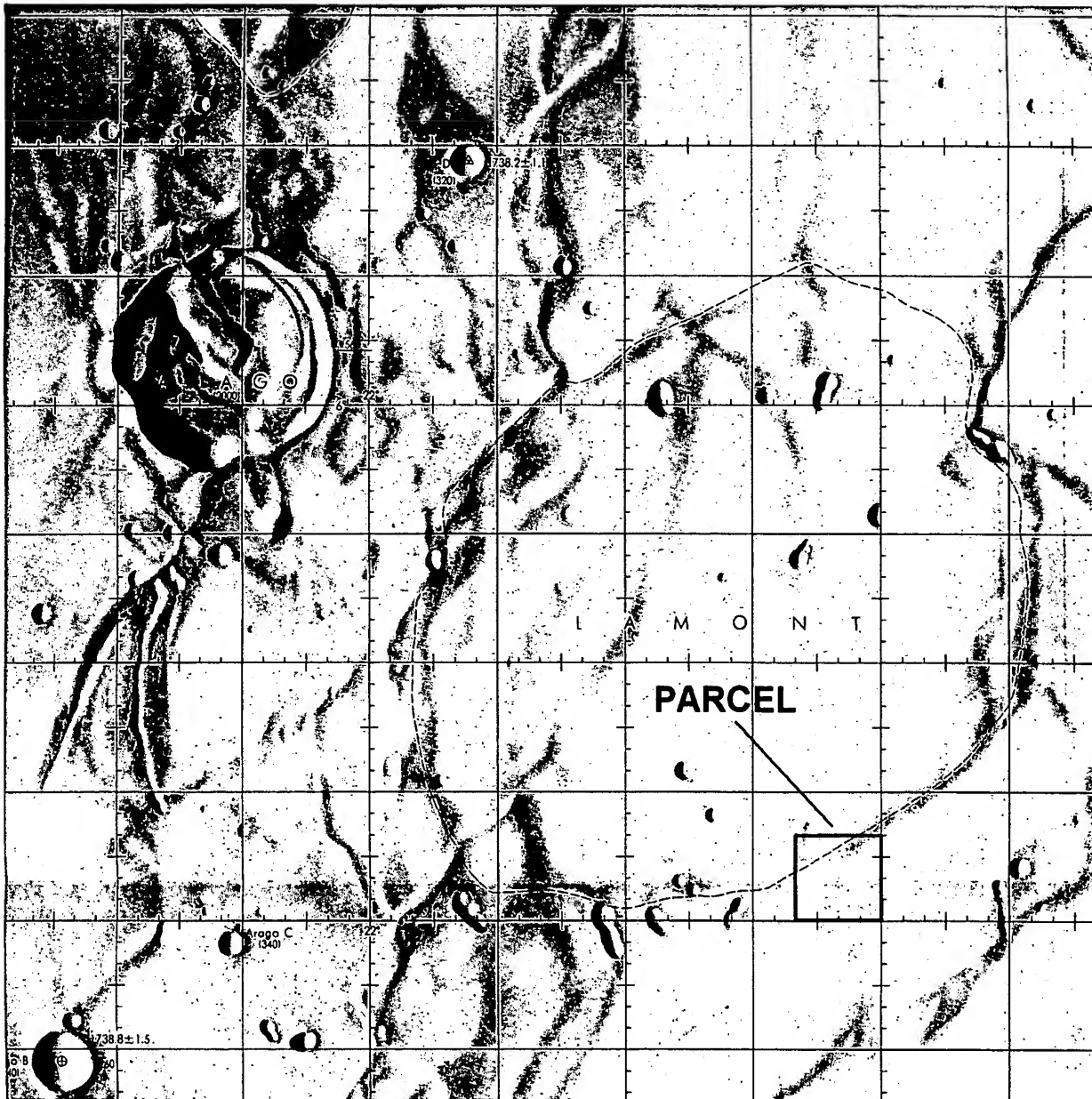


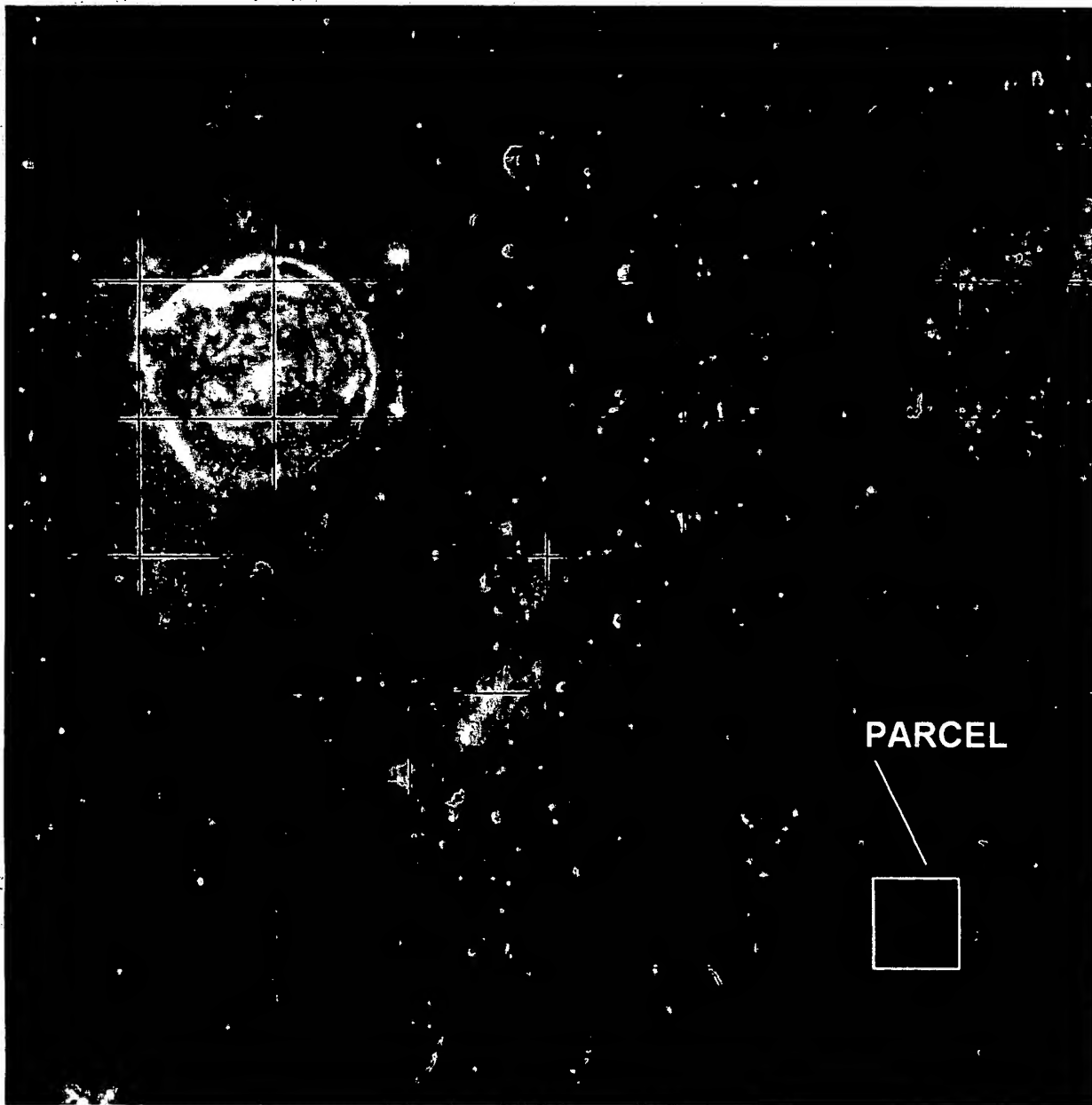


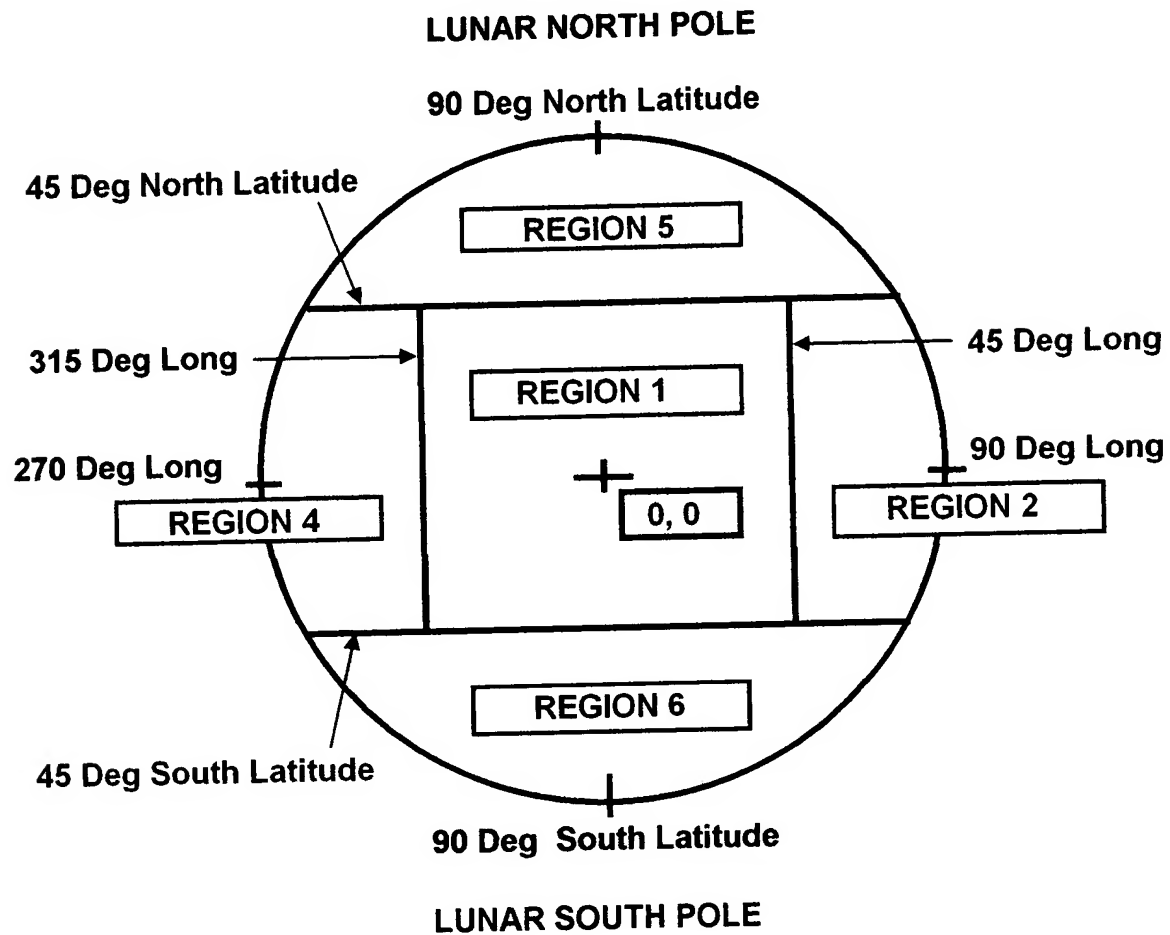








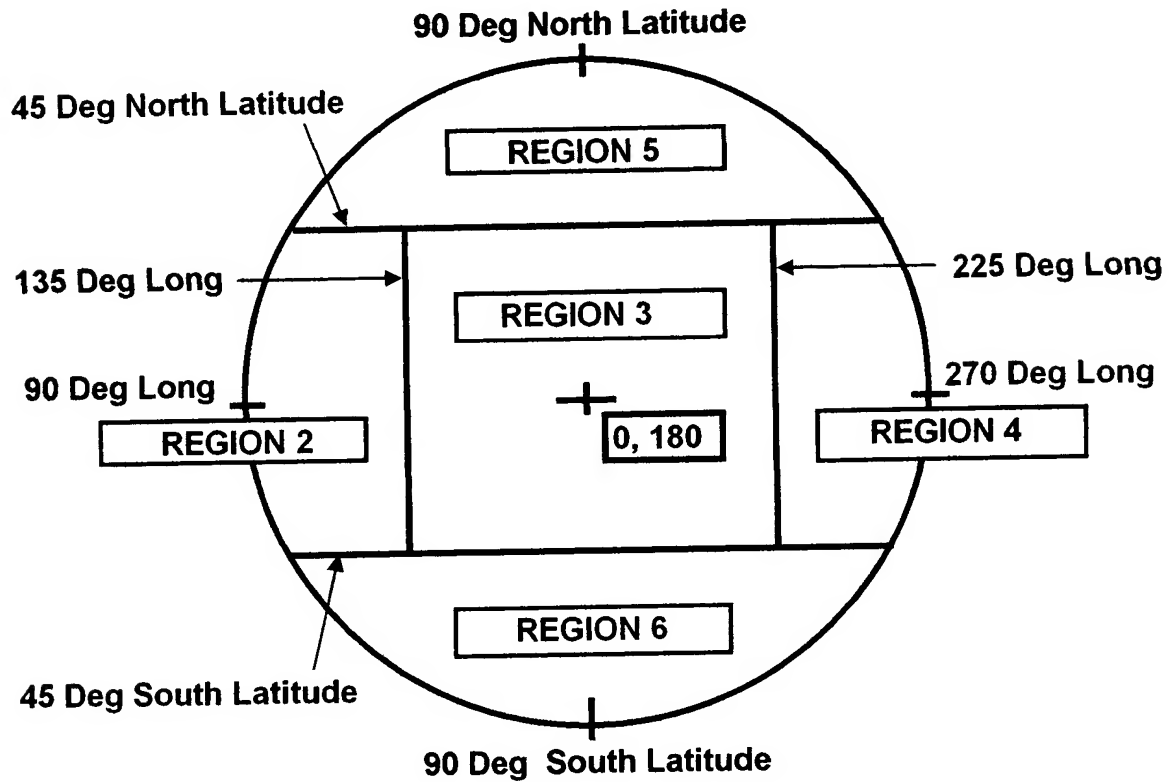




**LUNAR GLOBAL LAND SUBDIVISION INTO REGIONS**

**LUNAR NEAR SIDE**

**EXHIBIT**



**LUNAR GLOBAL LAND SUBDIVISION INTO REGIONS**

**LUNAR FAR SIDE**

**EXHIBIT**

**15**

# Apollo Landing Site Coordinates


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Site coordinates are based on the IAU Mean Earth Polar Axis coordinate system, as described in Davies and Colvin, J. Geophys. Res., v. 105, pp. 20,227 - 20,280, 2000. The full locations used are given below:

	degrees N latitude	degrees E longitude
<b>Apollo 11</b>		
<b>LRRR</b>	0.67337	23.47293
<b>Lunar Module</b>	0.67408	23.47297
<b>Apollo 12</b>		
<b>ALSEP</b>	-3.00942	-23.42458
<b>Lunar Module</b>	-3.01239	-23.42157
<b>Apollo 14</b>		
<b>LRRR</b>	-3.64421	-17.47880
<b>ALSEP</b>	-3.64398	-17.47748
<b>Lunar Module</b>	-3.64530	-17.47136
<b>Apollo 15</b>		
<b>LRRR</b>	26.13333	3.62837
<b>ALSEP</b>	26.13407	3.62981
<b>Lunar Module</b>	26.13222	3.63386
<b>Apollo 16</b>		
<b>ALSEP</b>	-8.97537	15.49812
<b>Lunar Module</b>	-8.97301	15.50019
<b>Apollo 17</b>		
<b>ALSEP</b>	20.19209	30.76492
<b>Lunar Module</b>	20.19080	30.77168


Coordinates last updated 01 September 2000, DRW

 [Text version of the landing site coordinates table](#)

 [Lunar Landing Site Map](#) - Map showing landing sites of the Apollo, Luna, and Surveyor missions


 [More details on Apollo lunar landings](#)

 [Where are they now?](#) - A guide to the current locations of the Apollo Command and Lunar Modules

 [Impact sites of the Apollo LM's and SIVB's](#)

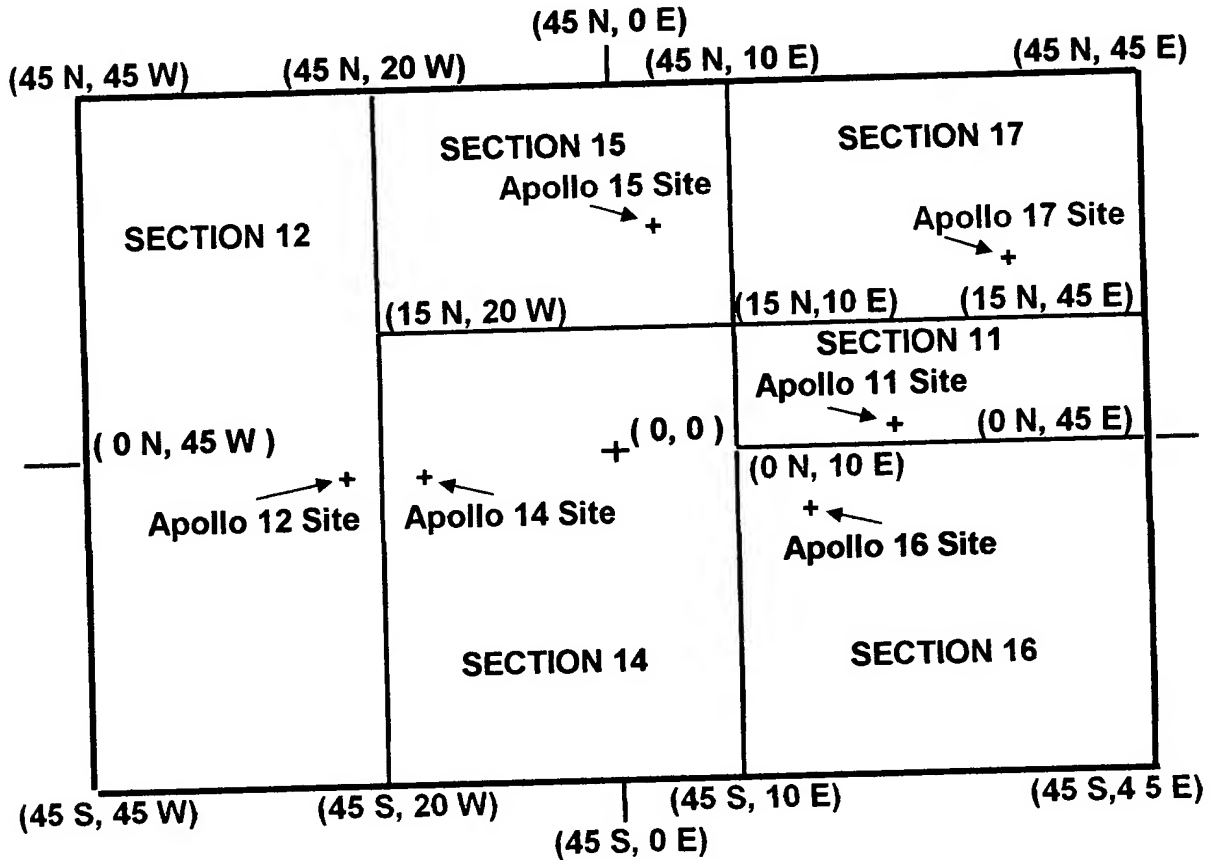
**EXHIBIT**

 [Return to Apollo home page](#)

 [Return to Lunar home page](#)

**16**

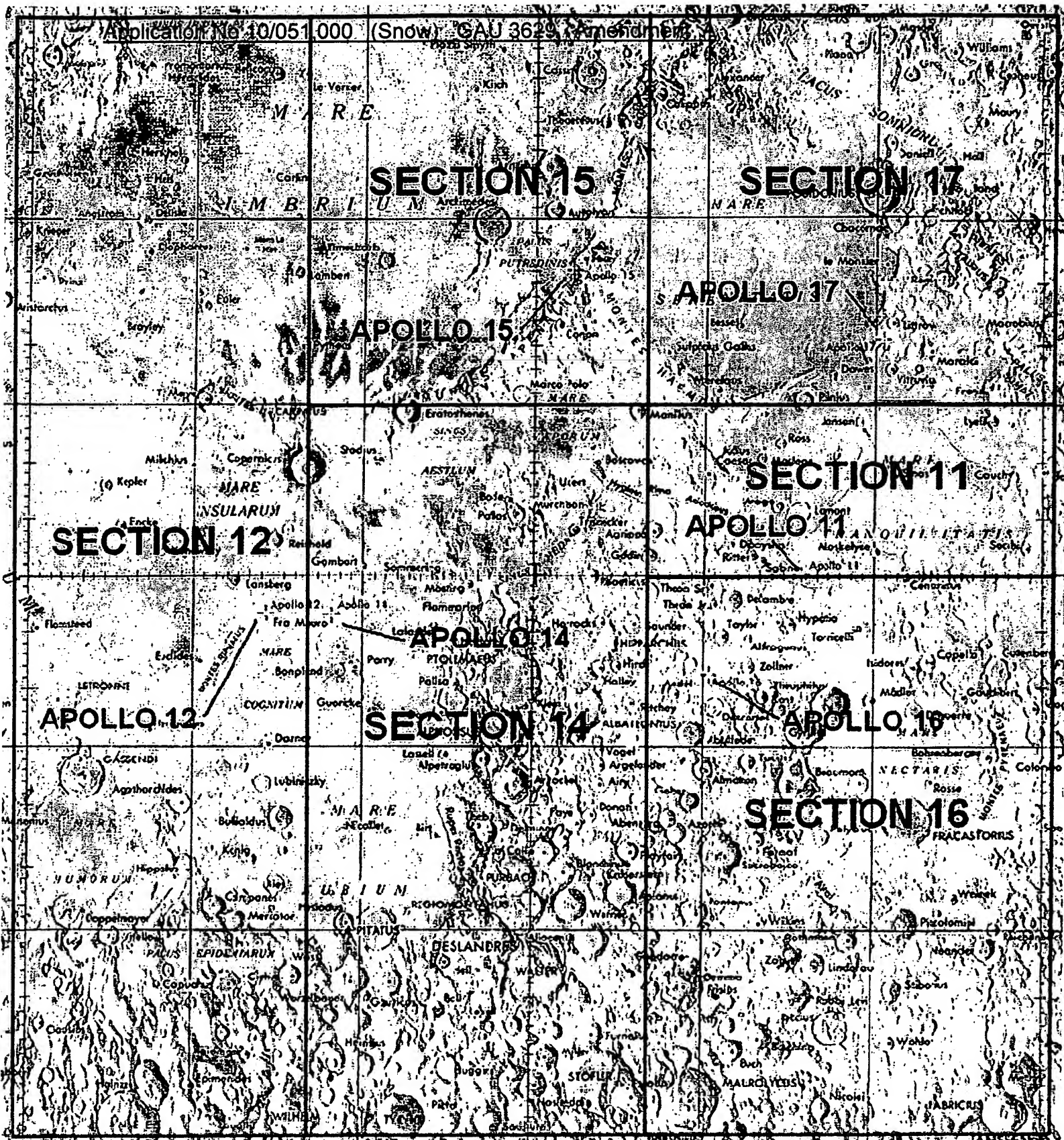




### LUNAR REGION 1 LAND SUBDIVISION INTO SECTIONS

NOTE: EACH SECTION HAS A DISTINCTIVE SHAPE AS IT CONTAINS JUST ONE OF THE APOLLO SPACECRAFT LANDING SITES.

EXHIBIT



EXHIBIT



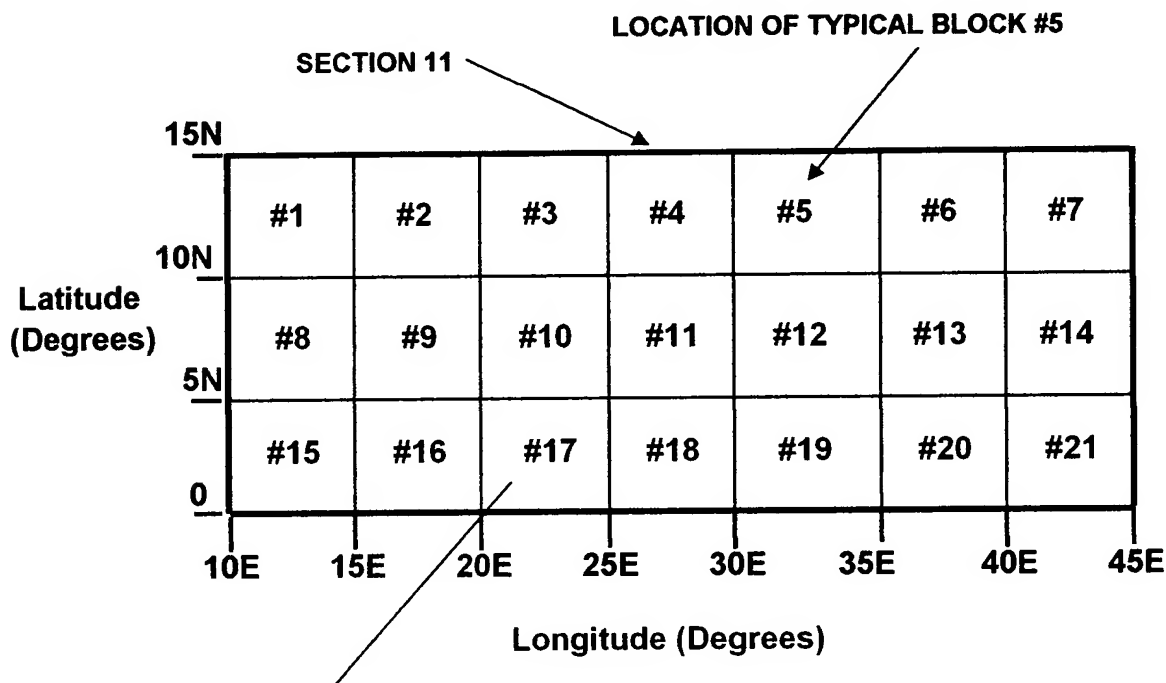
Application No 10/051,000 (Snow) GAU 3629 Amendment A

**Lunar Region 1 - Section 11 Subdivision Into Blocks of Parcels**

Apollo 11 Landing Site Coordinates: degrees N latitude: 0.67408, degrees E longitude: 23.47297  
NASA Data Source

Latitude: 0.67408 degrees =  $0.67408 \times 3600 \text{ seconds} = 2426.688 \text{ seconds}$   
= 40 min + (0.4448 min x 60 sec/min = 26.688 seconds)  
= 0.67408 degrees =  
= 40 minutes + 26.688 seconds

Longitude: 23.47297 degrees = 23 deg + (0.47297 deg x 60 min/deg = 28.3782 min)  
= 23 deg + 28 min + (0.3782 min x 60 sec/min = 22.693 sec)  
= 23 degrees + 28 minutes + 22.693 seconds



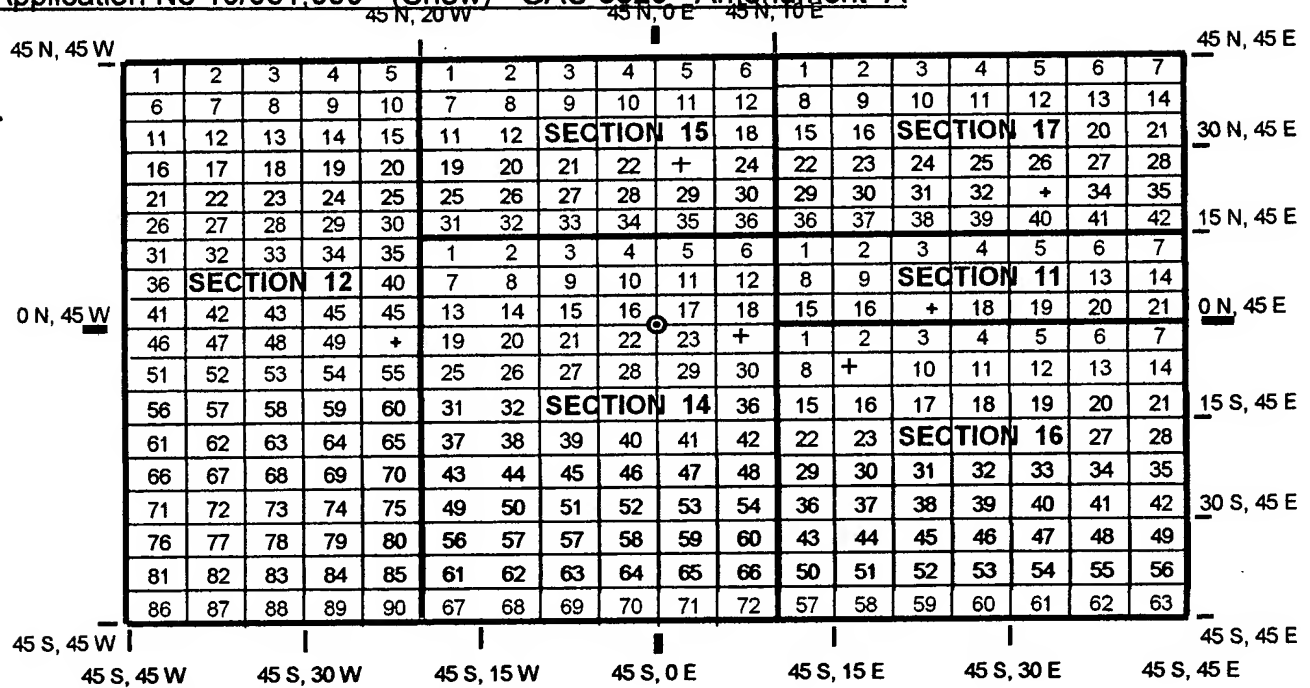
**Block #17 contains the Apollo 11 Landing Site Set Aside Area**

**Note:** The Apollo 11 spacecraft landing site is located in the central area of Block # 17.  
The applied method of subdivision of a typical section into blocks, and then into parcels, further includes the typical set-aside of a 5 by 5 parcel array set within one block of each section of Region 1, where the array includes a central parcel that contains an Apollo manned spacecraft landing site.

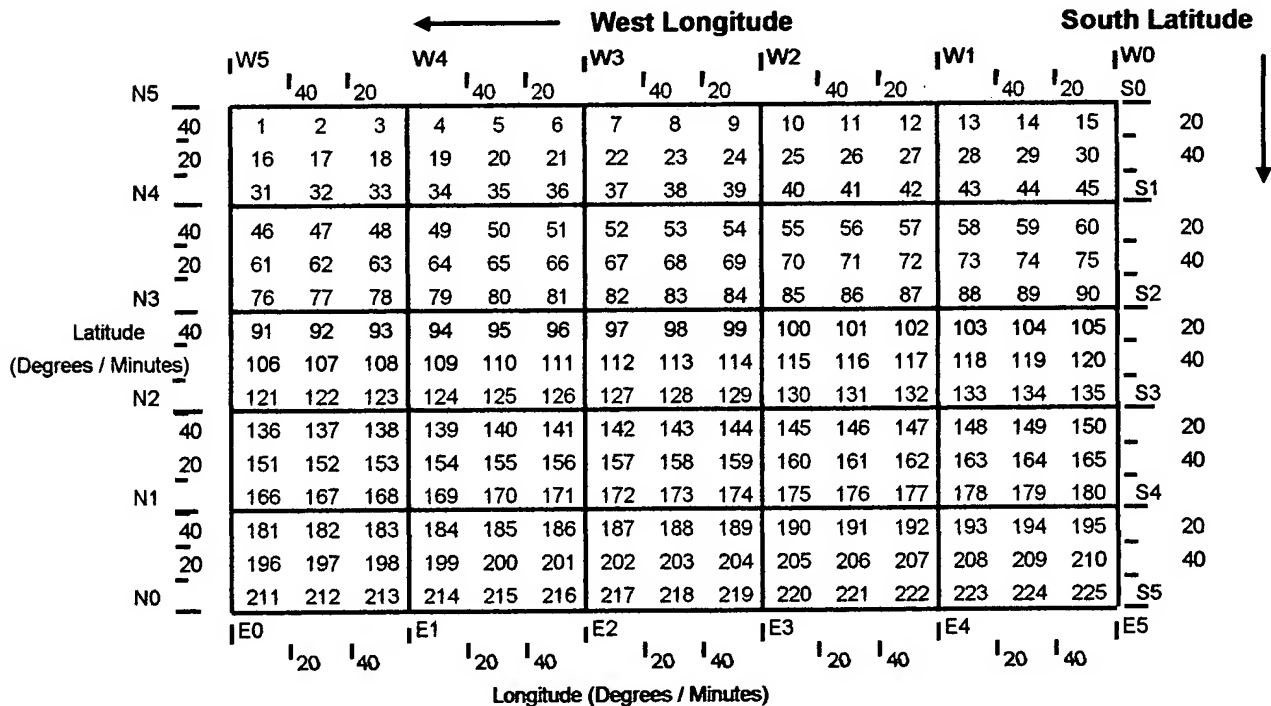
The set-aside set of 25 parcels is not intended to be used in the sale of Deeds of Claim, as the set-aside area may be used by the US Government for historical purposes.  
This subdivision set-aside concept is applied to each of the 6 sections of Region 1.

**SECTION 11 CONTAINS 21 BLOCKS AT THE LOCATIONS INDICATED.  
EACH BLOCK CONTAINS 225 PARCELS IN A 15 DEG BY 15 DEG PARCEL ARRAY.**

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## SECTION SUBDIVISION INTO BLOCKS



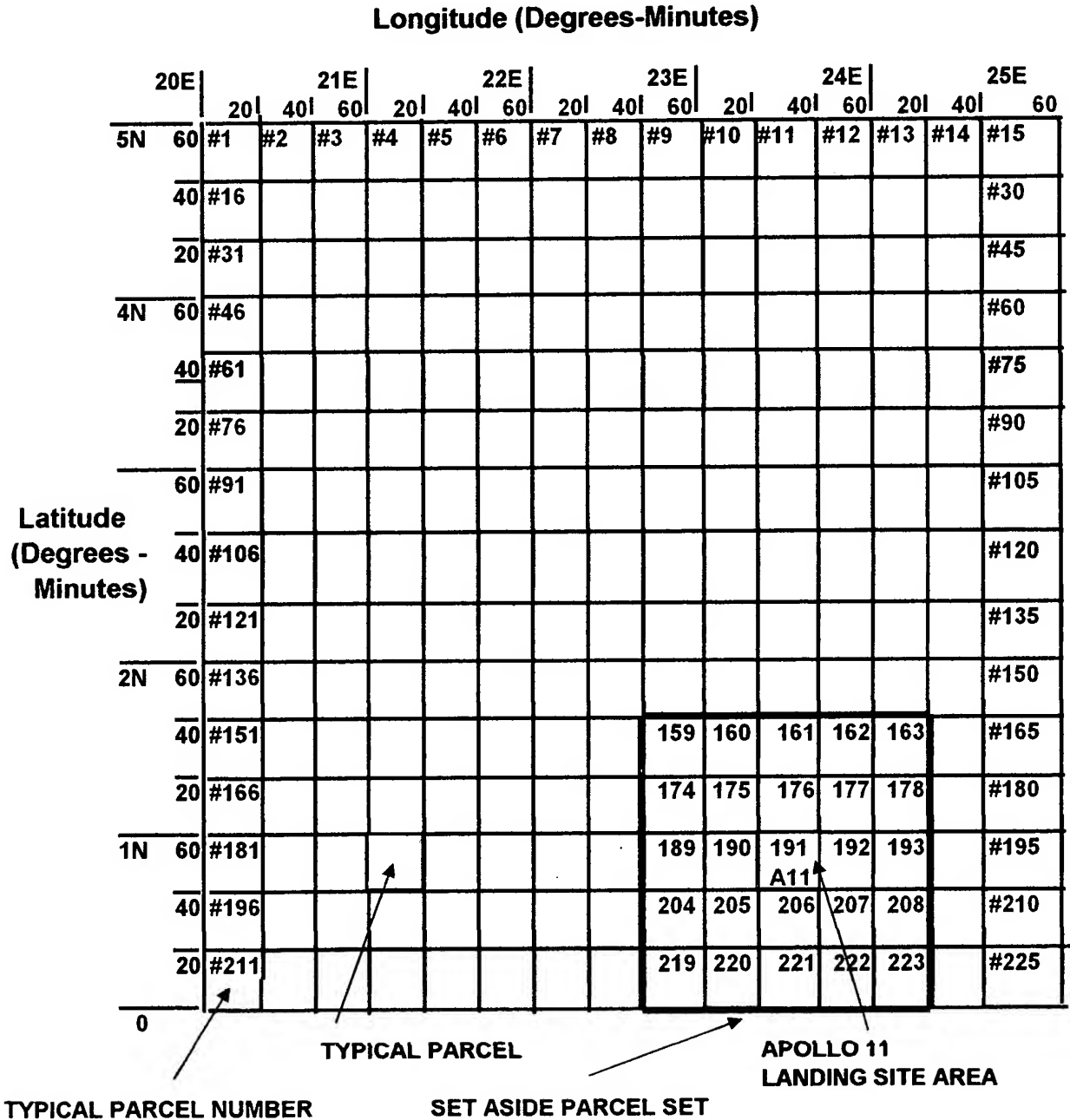
## BLOCK SUBDIVISION INTO PARCELS

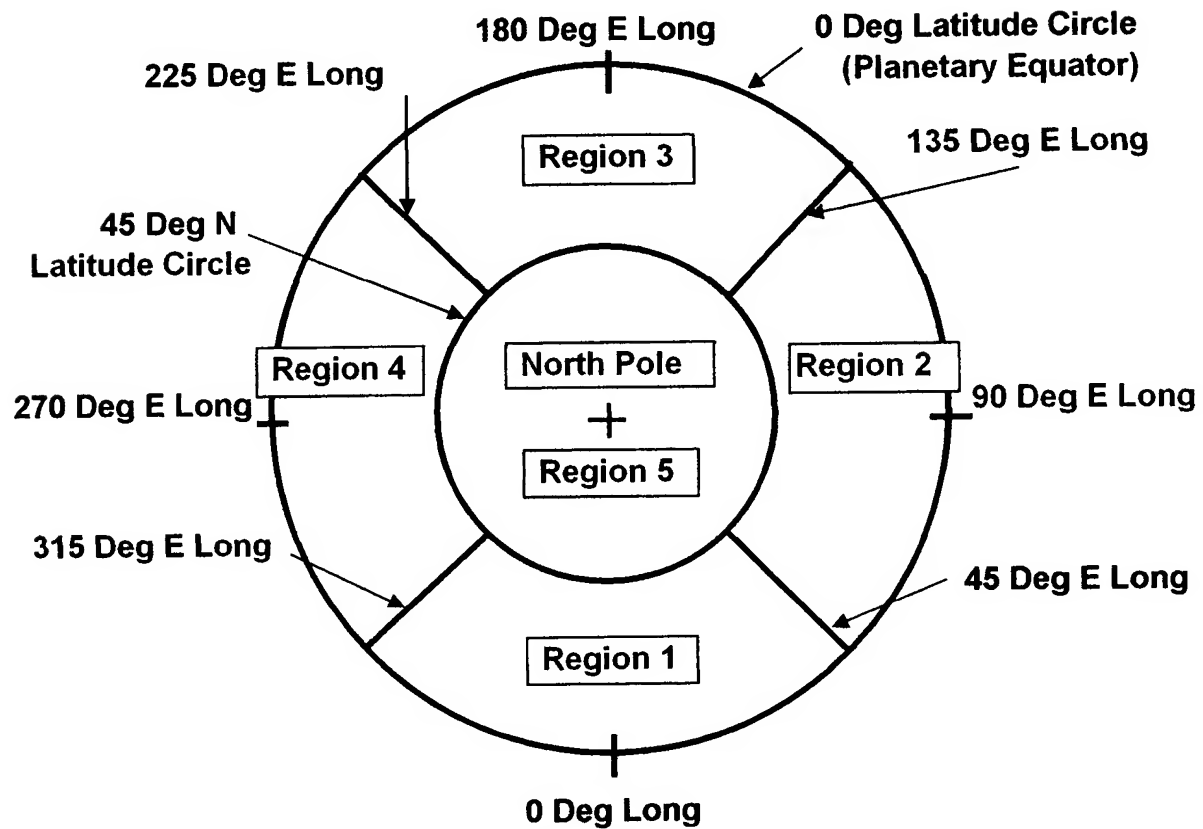
GENERAL CASE

EXHIBIT

**REGION 1 SUBDIVISION INDICATING SET ASIDE OF  
5 X 5 PARCEL ARRAY FOR APOLLO 11 LANDING SITE**

NOTE: TOTAL BELOW INDICATED AREA IS SPECIFIED AS REGION 1, SECTION 11, BLOCK 17.



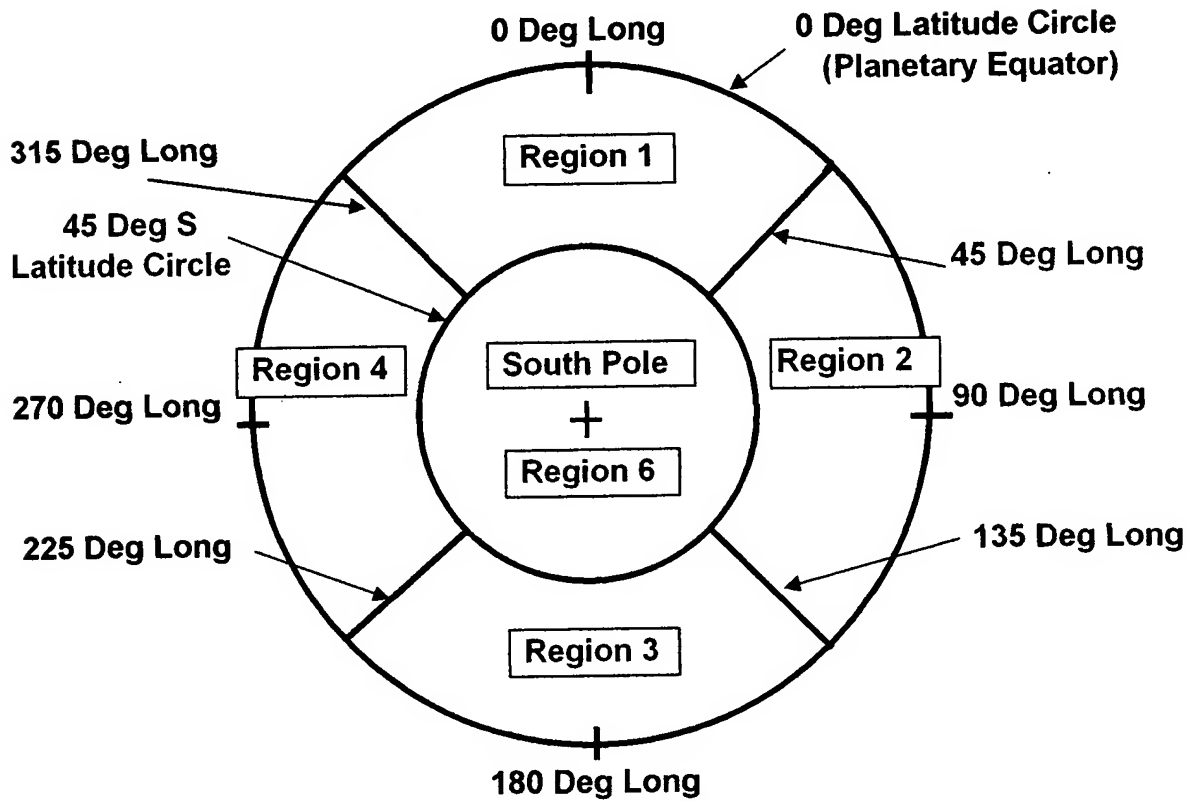


**LUNAR GLOBAL LAND SUBDIVISION INTO REGIONS**

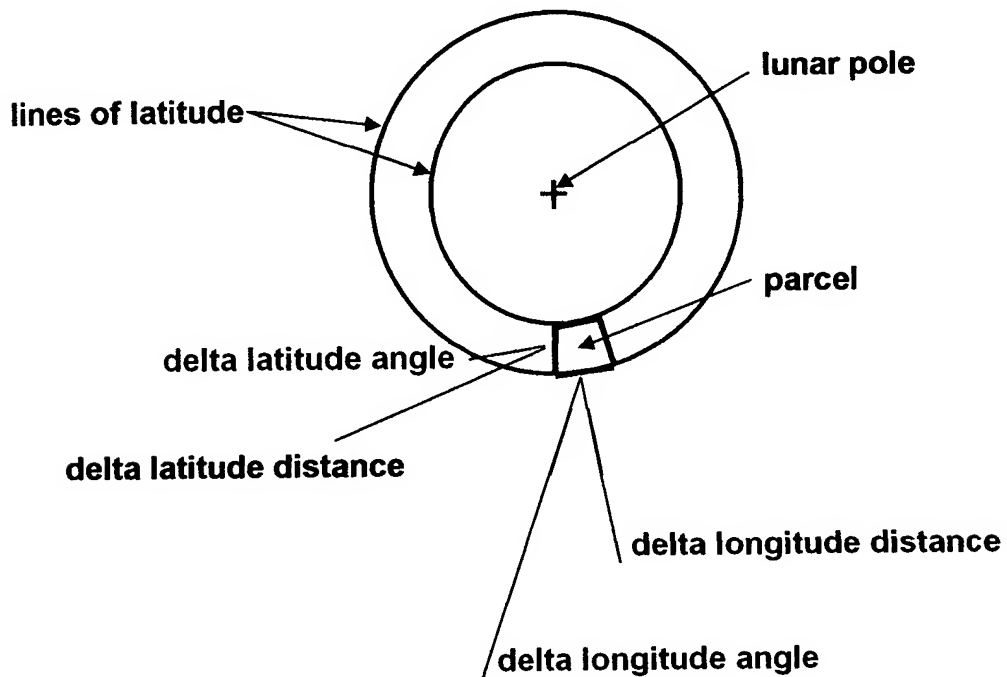
**NORTH POLAR VIEW**

**EXHIBIT**

**22**



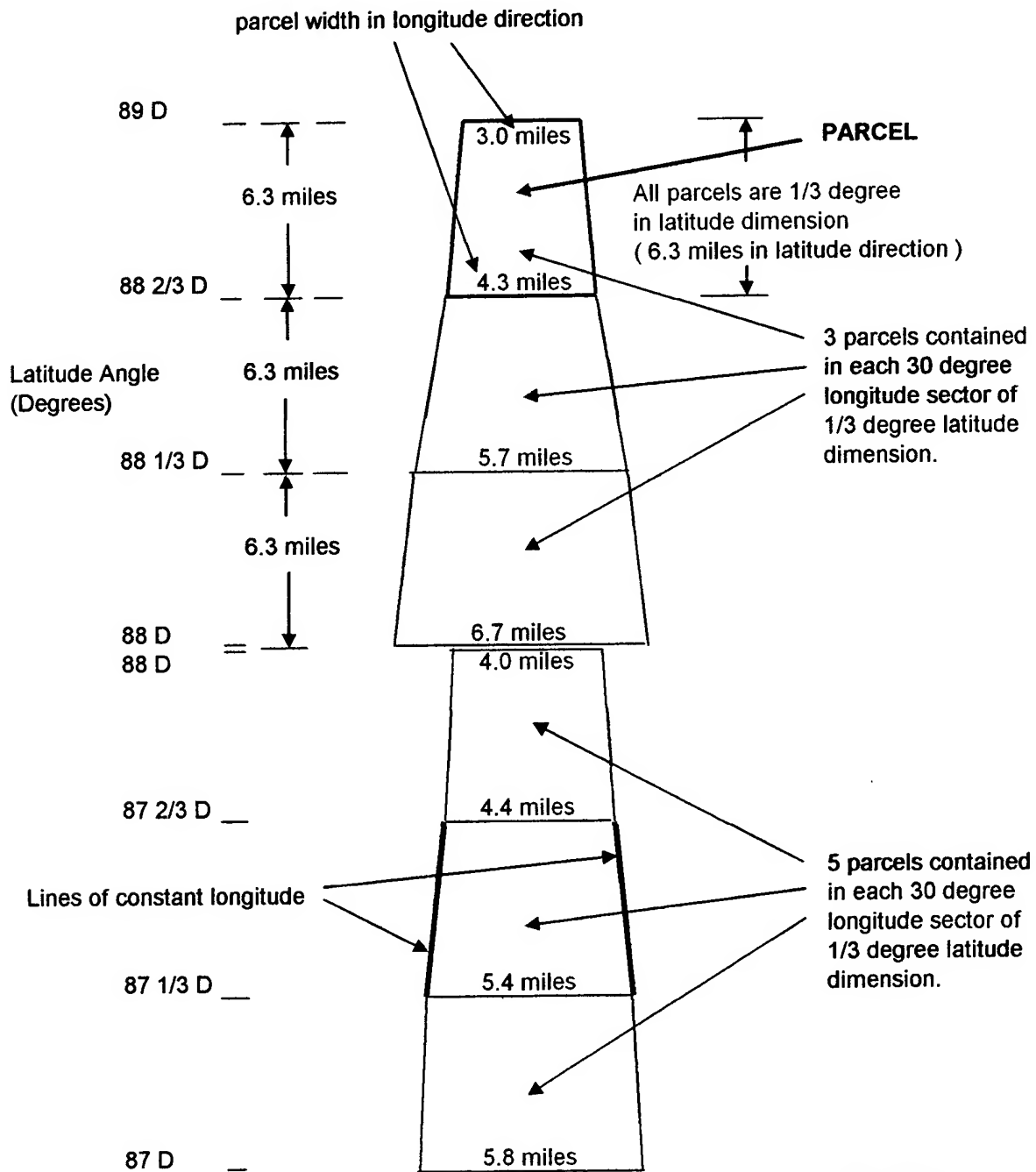
**LUNAR GLOBAL LAND SUBDIVISION INTO REGIONS  
SOUTH POLAR VIEW**



### **METHOD OF POLAR REGION SUBDIVISION INTO PARCELS**

**NOTE: METHOD OBJECTIVE IS TO GENERATE PARCELS OF SIZE 1/3 DEGREE IN DELTA LATITUDE, I.E., ~ 6 MILES, AND A DELTA LONGITUDE THAT EQUATES TO ~ 4 TO 6 MILES.**

**LUNAR NORTH POLAR REGION 5 SUBDIVISION INTO PARCELS**  
**(INVERTED SIMILAR SUBDIVISION FOR SOUTH POLAR REGION 6)**



**TITLE: LUNAR REAL ESTATE BUYER, BEWARE!**

Space Future - Lunar Real Estate: Buyer, Beware! Space Future -  
V Pop, 8-10 March 2001, "Lunar Real Estate: Buyer, Beware!",  
Paper presented at the First Convention of Lunar Explorers, Palais de la  
Découverte, Paris, 8-10 March 2001.. Also downloadable from  
[http://www.spacefuture.com/archive/lunar\\_real\\_estate\\_buyer\\_beware.shtml](http://www.spacefuture.com/archive/lunar_real_estate_buyer_beware.shtml)

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"Say It's only a paper Moon /.../Just as phoney as it can be/

But it wouldn't be make believe/If you believed in me."

Rose, B.; Harburg, E.; Arlen, H. (1933), It's Only a Paper Moon.

**1. Introduction**

It was stated earlier today by a fellow speaker that the public is confused. I cannot but agree, given that it is generally believed that one can buy land on the moon.

Extraterrestrial real estate seemed to be, until recently, the undisputed domain of science-fiction; nowadays, it is a favourite subject of newspaper headlines and of academic debate.



Today, I intend to critically analyse and dismantle the issue of so-called "sale of extraterrestrial real estate", after having outlined some of the trivial claims of celestial bodies ownership.

## 2. The Trivial Issue: "Extraterrestrial Real Estate"

### 2.1. Private Claims, Inheritance and Sale of "Extraterrestrial Real Estate"

During the past decade, mass-media has reported about individuals and companies that have claimed ownership of various celestial bodies and, in most of the cases, subsequently offered them for sale to the public. While the most publicized "extraterrestrial real estate" company is Dennis Hope's Lunar Embassy, lunar sales date back to 1955, when Robert R. Coles, a former chairman of New York's "Hayden Planetarium", incorporated and started selling lots on the moon for one dollar per acre - because no one else had claimed the Moon<sup>1</sup>.

In January 1962, prior to the launching of "Ranger 3", the first US lunar probe, an individual in one of the British dominions sent President Eisenhower a telegram, informing him that he filed claim to a certain lunar area and that he intended to hold the United States responsible for any damage the probe would cause to his property<sup>2</sup>. The affair did not develop any further, maybe because Ranger 3 missed the Moon by 36,793 kilometres<sup>3</sup>.

In 1969, soon after Apollo 11 mission, Brazilian police arrested a man for selling lunar lots priced at \$25 each. In his pro domo plea, the salesman said he had sold the first

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lots to Neil Armstrong and Buzz Aldrin and that they went to the Moon to inspect their properties<sup>4</sup>.

Eleven years later, Dennis Hope from Rio Vista, California, founded the first "extraterrestrial estate" agency, the Lunar Embassy. In 1980, unaware of the previous affairs and thus believing that the Moon had not been previously claimed by anybody, and convinced that the 1967 Outer Space Treaty prohibition of national appropriation in outer space would not apply to individuals, Hope registered at the federal office of his county a claim over the Moon and a "lunar constitution"<sup>5</sup>, subsequently copyrighting his work with the US Copyright registry office.

He also sent notifications of his claim to the USSR and US governments and to the UN, and he did not receive any answer<sup>6</sup>. Convinced of the legality of his claim, Hope divided the visible side of the Moon in 3 million parcels<sup>7</sup> that he began selling in supermarkets and later on the internet<sup>8</sup>. Hope has extended his extraterrestrial real estate business to properties on Mars, Venus and Io.

He sells an extraterrestrial parcel at the price of \$15.99 plus \$10 postage and packing, and \$1.16 for 'lunar tax'. By June 2000, there were more than 60,000 people holding real estate certificates from the Lunar Embassy<sup>9</sup>, including Hollywood celebrities like Tom Cruise and Harrison Ford and, apparently, two former US presidents - Ronald Reagan and Jimmy Carter<sup>10</sup>.

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Hope is not the only one in the extraterrestrial real estate business. A number of "copycat companies" have appeared - at least six by August 1997<sup>11</sup>, such as the Universal Lunarian Society, that sells parcels on the lunar crater Copernicus for US\$50 an acre<sup>12</sup>, Space Pioneers - that claimed in April 1992 "all the planets in the Milky Way Galaxy"<sup>13</sup> and subsequently begun to sell deeds to parcels on Mars priced at US\$ 29.95 an acre<sup>14</sup>, and the Martian Consulate that handsomely states that "Giving a land claim on Mars is truly a unique way to say 'I Love You', 'Happy Birthday', ... or even 'Thank You'"<sup>15</sup>.

Money seems not to be the main drive for the Archimedes Institute, that maintains a Real Property Registry where the public may file claims over extraterrestrial real estate. The Registry is maintained as a public service free of charge, at least at the present time.

Various claims have been filed with the said registry by different persons, the objects being the Moon, several asteroids, areas on Mars, satellites of planets in the solar system, and the star Alioth<sup>16</sup>.

The most interesting development yet occurred less than a month ago. On 13 February 2001, following successful landing of NASA's NEAR spacecraft on asteroid Eros, Gregory W. Nemitz, founder of San Diego consultancy "Orbital Development" (OrbDev), has released a statement welcoming the NEAR spacecraft on his property and informing the public that Eros is owned by OrbDev since March 3, 2000, when a Class D property claim for fee simple ownership was filed with the Archimedes Institute.

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He also stated that, as the 1967 Outer Space Treaty prohibits Governments from making extraterrestrial property rights claims, NASA and NEAR project cannot make a superseding claim for Eros based on NEAR's successful landing.<sup>17</sup>

The extraterrestrial real estate business is far from being free of conflicts. In 1996, Dennis Hope's claim to the Moon was challenged by Martin Juergens from Germany. Allegedly, the Moon has belonged to his family since July 15, 1756, when the Prussian emperor Frederick the Great presented it to his ancestor Aul Juergens as a symbolic gesture of gratitude for services rendered, and decreed that it should be passed to the youngest born son<sup>18</sup>. Juergens seems to have petitioned the German government "to take the matter up with the US at a diplomatic level<sup>19</sup>"; not surprisingly, no such action appears to have been taken.

Juergens is not the only one claiming inheritance of a celestial body. Unlike Mr. Nemitz that welcomes NASA visitors on "his" extraterrestrial property, three Yemeni gentlemen filed in July 1997 a lawsuit in San'a against NASA demanding immediate suspension of all Pathfinder operations on Mars until a court delivers a verdict.

Allegedly, Mars has belonged to their ancestors for 3000 years and, they claimed, NASA's Martian mission, by the fact of not informing or seeking their approval, allegedly trespassed on their property.

They also asked that the court order NASA to refrain from disclosing any new astronomical information pertaining to Mars before receiving formal approval from them or until a verdict is reached<sup>20</sup>. The plaintiffs immediately withdrew the case when the Yemeni prosecutor general threatened them with arrest<sup>21</sup>.

While it is unknown whether the three Yemeni were aware of the strikingly similar Ranger 3 affair, it was later revealed that the plaintiffs based their claim on mythologies of the Hymaritic and Sabaeen civilisations that existed several thousands of years before Christ. Not discouraged by their court failure, one year later they offered to sell land on Mars for \$2 a square meter.

As seen above, the mass media is very enthusiastic in reporting on this topic. Some reports, ignorant of the real legal provisions applicable to the extraterrestrial realms, feature the whole business on a positive tone, while most of them use a humouristic one.

The academia, however, aware of the trivial aspect of the affair, rarely comments - except maybe the Institute of Air and Space Law of the University of Cologne, that stated in the Juergens affair that the donation by a Prussian sovereign has no legal validity<sup>22</sup>. As about authorities, they seem undisturbed by the activities of the Lunar Embassy for reasons I will further explain, in contrast with a firmer tone used in the Brazilian and Yemeni affairs.

While NASA news chief Brian Welch qualified it as "a ridiculous claim"<sup>23</sup>, the Yemeni Prosecutor General branded the claimants as "abnormal; ...by examining the case we found out they were only seeking fame and publicity"<sup>24</sup> and, as shown above, threatened them with arrest.

Classification the above claims as trivial must be, however, supported by thorough arguments, an outline of which it follows.

## 2.2. Arguments for Invalidating the "Extraterrestrial Real Estate" Claims

The first reason for invalidating the claims presented above is the lack of corpus possidendi. In the acquisition of possession, two concurrent elements - "the mind" and "the body" are required. One is insufficient without another; there must be "both an intention to take the thing and some act of a physical nature giving effect to that intention<sup>25</sup>".

The first element required is the animus possidendi, the intention to possess. However, Dennis Hope can not own the Moon just because he wants to. He lacks the second element required in the acquisition of possession, namely the corpus possidendi; without an act of physical nature giving effect to the intention to take the thing, animus is insufficient.

The Scottish jurist Stair has explained this in very illustrative terms: "if any act of the mind were enough, possession would be very large and but imaginary.<sup>26</sup>" As large as the Solar System, in the case of Hope, that has a very valid animus, but no corpus at all.

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The application of the intertemporal law in the case of Juergens would produce no legal effects favourable to him. Thus, while the Moon may have been claimable in the past - being free from the retroactive application of the contemporary non-appropriation principle -, even then a corpus was necessary besides animus.

No traces of Prussian boots have been found in the lunar dust to serve as proof of corpus. Regarding the existence of animus possidendi from the Prussian emperor, the situation must have been different, at least judging by what other leaders thought on the subject.

Thus, it is reported that Alexander the Great was furious when learning that the planets were other worlds he was incapable of reaching; millennia later, in 1902, Cecil Rhodes wrote:

"The world is nearly all parcelled out, and what there is left of it is being divided up, conquered, and colonised ... I would annex the planets if I could. I often think of that. It makes me sad to see them so clear and yet so far.<sup>27</sup>"

Hope's claim is, in the words of the Lunar Embassy, "modelled on old American law<sup>28</sup>", allegedly on the US Homestead Act of 1862<sup>29</sup>. As the US astronauts "were the first to walk on the Moon and plant their flag on it ..., it could be argued that if the Moon ever belonged to anyone, it certainly belongs more to the USA than any other nation<sup>30</sup>".

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In reality, the Moon may not belong to any nation, given the non-appropriation principle embodied in Article II of the Outer Space Treaty, and extraterrestrial landed property cannot be regulated by a domestic law such as the US Homestead Act.

Even if it were, its provisions would by no means legitimate Hope's claim. The land claimed under the said act was limited to 160 acres; furthermore, the land was not to be alienated - while the Lunar Embassy's raison d'etre is precisely alienation of lunar land; last but not least, application was to be made for the purpose of actual settlement and cultivation, the land claimed having to be resided upon or cultivated for five years<sup>31</sup> - no further comments being needed concerning Hope's settlement and cultivation of the Moon.

Another reason for invalidating Hope's claim is that - as it is detailed in another paper of mine published in Space Policy<sup>32</sup> - landed property rights cannot survive without protection from a sovereign entity, such as it is the case with the extraterrestrial realms.

In sustaining his claims, Hope also invokes the silence of the authorities, both US and foreign. The Lunar Embassy felt "obliged to inform the General Assembly of the United Nations, and the Russian Government in writing of the claim and the legal intent of selling extraterrestrial properties<sup>33</sup>"; however, "[t]he US Government has several years to contest such a claim. They never did. Neither did the United Nations nor the Russian Government".<sup>34</sup>

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Still, as Yehuda Z. Blum notes, - "the absence of protest is relevant in the formation of an historic title only in those cases in which protest would have been expected to be forthcoming, had the affected State really wished its objection to be made known. There are situations ... in which an inference of acquiescence cannot be justifiably drawn from the simple fact of absence of protest<sup>35</sup>".

Indeed, protest was not to be expected from the UN and USSR, when confronted with such trivial claim; actually, the Soviet reaction to earlier lunar real estate affairs was that of a good laugh: "[a]s for appropriating celestial bodies, only American speculators trade in lots on the Moon..." - Soviet jurists commented<sup>36</sup>.

The heart of the matter, as well as the reason for the silence of the authorities lays, nevertheless, elsewhere. According to Saint-Germain, what Hope is doing is "not a joke, and it's perfectly legal<sup>37</sup>".

A choice has to be made, though: it is either a joke, and thus legal, or it is not a joke, and thus illegal. As the Lunar Embassy itself points out, the Lunar Deeds are "novelty gifts"<sup>38</sup>. Their legal classification as novelty items means that these are to be used *animus jocandi*, i.e for fun only.

It is not illegal to sell or to possess novelty items; it is illegal though to misuse them outwith the "novelty use only" scope. Other companies sell items such as one-million-dollar bills, or camouflage passports from inexistent countries, or "Area 51" license plates that, as long as they are commercialised and used as "novelty gifts", do not upset the authorities.

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Even in the case of Juergens, if, by any chance - however remote may be - Frederick the Great gave the Moon to his ancestor, this must have been made animus jocandi.

The Lunar Embassy does contradict itself, however, on the "novelty gifts" issue: "[O]ur lawyers explained to us ... that this can help avoid any frivolous lawsuits from a foreign country. You should know that this does not diminish the value of the property that you purchase in any way, as every deed is recorded and registered in the Lunar Embassy's registration database and every owners information is listed with that registration. You own this property<sup>39</sup>".

While avoiding lawsuits, being a novelty gift does in fact affect the value of the property, unlike claimed above. In 1997, NASA's news chief Brian Welch declared that he knows of no plans to take legal action in the extraterrestrial real estate affair, as the deeds to lunar property are as worthless as the Yemeni's claims: "That's why they invented the phrase Caveat Emptor" - let the buyer beware<sup>40</sup>.

The astronaut Buzz Aldrin is also aware of their real value: "Well, if somebody wants to have a certificate that says they own a certain portion of the moon, and they're willing to pay whatever it is, probably the only thing they'll ever get is a certificate<sup>41</sup>". Say, it's only a paper moon...<sup>42</sup>

The whole extraterrestrial real estate affair is in fact a legal non-issue. As nemo dat quod non habet, the lunar wills and deeds have no legal effect - or at least not the legal effect of endowing people with extraterrestrial properties. They need not to be formally declared void; they are already so.

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Should a contract be made in fraud of third persons, it is void ab initio; "[n]o person's rights can be affected by it, whether he be a party or a stranger<sup>43</sup>". Local councils do not sue "Monopoly" players for "buying" and "owning" High Street - as long as the "gameboard owners" do not squat the real-world High Street.

As shown above, Hope's "lunar deeds" are to be seen as what they really are: *jocandi causa* "gameboard certificates". As such, they cannot serve as evidence in real world trials modeled on the three Yemeni men claim against NASA, where the alleged owners of lunar estate and minerals would try defend their "properties" against "trespass" from prospectors and developers.

### 3. Conclusion: The Need for Landed Property Regulations in Outer Space.

While the "extraterrestrial real estate" claims described above are nothing more than media curiosities, it needs to be agreed that behind their triviality they hid significant legal implications. The advancement of such claims has been only possible because of the lack of a property rights regime in the extraterrestrial realms.

There is no debate on the need for such a regime; the issues that need to be regulated are related to the extent on which property rights are allowed in the extraterrestrial realms, whether these property rights may be exclusive or inclusive, and what are the means of securing property rights in extraterrestrial resources.

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But who, after all, really owns the Moon and the other celestial bodies<sup>44</sup>?

If the extraterrestrial real estate problem has been anticipated by science-fiction books, maybe one solution could be found in a children book written by Sonia Levitin<sup>45</sup>. There, Abel, Nagel and Zeke love to argue about anything, until one day the night sky triggers the ultimate debate: who owns the Moon? This argument takes so much of their time that they neglect to work their fields.

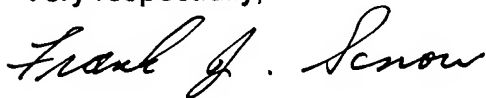
Their worried wives call the town's teacher to act as an arbitrator, and he finds a solution: each of the three men owns the moon for two days every week, and on the seventh day they share it. Abel, Nagel and Zeke soon realise that their favourite day is the seventh one, when they could sit and watch their moon together<sup>46</sup>.

Logic imposes, nevertheless, a less optimistic tone for a conclusion. Chances are, should Drake's equation be true<sup>47</sup>, that Earth itself is in danger of having been claimed, parceled and sold by Dennis Hope-like aliens. It may be that, some day, one will have to defend one's property against an extraterrestrial armed with a handsomely framed Terrestrial Deed.

**CONCLUSION**

For all the above reasons, Applicant submits that specification and claims are in proper form, and that the claims all define patentability over the prior art. Therefore Applicant submits that this application is in condition for allowance, which action is respectfully solicited.

Very respectfully,



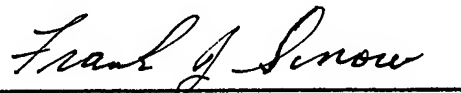
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7 June 2005



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Frank J. Snow

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